

TENDER NOTIFICATION FOR

SUPPLY, ERECTION, INSTALLATION, TESTING AND
COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM IN
BRPL

CMC/BR/20-21/RS/AR/AN/905

Date : 11.03.2021

Due Date for Submission of Bids : 01.04.2021

BSES RAJDHANI POWER LTD (BRPL)

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number:

U74899DL2001PLC111527

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

Website: www.bsesdelhi.com

Section - I

REQUEST FOR QUOTATION

Tender Notification : CMC/BR/20-21/RS/AR/AN/905

**SUPPLY, ERECTION, INSTALLATION, TESTING AND
COMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM**

Dated : 11.03.2021

SECTION – I: REQUEST FOR QUOTATION
SECTION – II: INSTRUCTIONS TO BIDDER
SECTION – III: GENERAL CONDITIONS OF TENDER

- 1.0 GENERAL INSTRUCTIONS
- 2.0 DEFINITION OF TERMS
- 3.0 CONTRACT DOCUMENTS & PRIORITY
- 4.0 SCOPE OF SUPPLY -GENERAL
- 5.0 QUALITY ASSURANCE AND INSPECTION
- 6.0 PACKING, PACKING LIST & MARKING
- 7.0 PRICE BASIS FOR SUPPLY OF MATERIALS
- 8.0 VARIATION IN TAXES, DUTIES & LEVIES
- 9.0 TAXES & DUTIES ON RAW MATERIALS & BOUGHT OUT COMPONENTS
- 10.0 TERMS OF PAYMENT AND BILLING
- 11.0 PRICE VALIDITY
- 12.0 PERFORMANCE GUARANTEE
- 13.0 FORFEITURE
- 14.0 RELEASE
- 15.0 DEFECTS LIABILITY PERIOD
- 16.0 RETURN, REPLACEMENT OR SUBSTITUTION
- 17.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT
- 18.0 TIME – THE ESSENCE OF CONTRACT
- 19.0 THE LAWS AND JURISDICTION OF CONTRACT
- 20.0 EVENTS OF DEFAULT
- 21.0 CONSEQUENCES OF DEFAULT
- 22.0 PENALTY FOR DELAY
- 23.0 FORCE MAJEURE
- 24.0 TRANSFER AND SUB-LETTING
- 25.0 RECOVERIES
- 26.0 WAIVER
- 27.0 INDEMNIFICATION

SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

SECTION – V: TECHNICAL SPECIFICATION OF SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM

SECTION – I: REQUEST FOR QUOTATION**1.00 Event Information**

BRPL invites Sealed tenders for SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE WARNING SYSTEM . The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as — “SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE WARNING SYSTEM. As Per Tender Notice : CMC/BR/20-21/RS/AR/AN/905 “Due For Submission on dt. 01. ”.

Sl. No.	Item Description	Specification	Requirement	Estimated Cost
			Total Qty.	
BRPL, DELHI				
1.	SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM	SECTION V	2	0.63 Crores

Note:

- Quantity may vary to any extent of +/- 30% of above mentioned total quantity.
- The rates quoted shall remain valid for one year from the date of LOI/RC.

1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of **Rs.1180/-**, drawn in favour of **BSES RAJDHANI POWER LTD**, payable at New Delhi. The sale of tender documents will be issued from 11.03.2021 onwards on all working days upto 01.04.2021. The tender documents can also be downloaded from the website “www.bsesdelhi.com”.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription — “Cost of Bid Documents: Tender Notice Ref: CMC/BR/20-21/RS/AR/AN/905”. This envelope should accompany the Bid Documents.

1.03 BRPL invites sealed tenders from eligible Bidders for the above-mentioned tender.

Estimated cost of Contract	:	Rs. 63,11,000/-
Earnest money Deposit	:	Rs. 1,26,220/-
Cost of Tender form (Non- Refundable)	:	Rs.1180/-
Pre-Bid Meeting	:	18/03/2021 AT 15:00 HRS, through webex https://bsesrajdhani.webex.com/meet/svenkat
Date & time of Submission of Tender	:	01/04/2021 UPTO 15:00 HRS
Date & time of opening of Tender	:	01/04/2021 AT 15:15 HRS (Opening of technical bid) through webex https://bsesrajdhani.webex.com/meet/svenkat

It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

**HEAD OF THE DEPARTMENT,
1st FLOOR, ‘C’ BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES RAJDHANI POWER LTD,
BSES BHAWAN,
NEHRU PLACE, NEW DELHI-110019.**

1.04 BRPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:

(i). Earnest Money Deposit (EMD) @ 2% (Two percent) of the Tender value i.e **Rs 1,26,220/-** is not deposited in shape of Bank Draft in favour of BSES RAJDHANI POWER LTD, payable at New Delhi or Bank Guarantee executed on favour of BSES RAJDHANI POWER LTD.

(ii). The offer does not contain “FOR, NEW DELHI price indicating break-up towards all taxes & duties“

(iii). Complete Technical details are not enclosed.

(iv). Tender is received after due time due to any reason.

1.05 BRPL reserves the right to reject any or all bids or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.time of placing purchase orders.

2.0 Qualification Criteria:-

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

TECHNICAL CRITERIA

1. **The bidder should be Original Equipment Manufacturers (OEM)/ Authorized Dealer (AUD)/ Authorized Distributor of OEM and having office in INDIA with following criteria**
 - a. The bidder furnishes valid authorization certificate from the original manufactures of material/item.
 - b. The bidder as authorized agent, has supplied similar item in past to any other Utility/any other reputed firm.
 - c. The bidder shall be authorized distributor/dealer for the last one (01) year or more.
2. **The bidder must possess valid latest ISO certification.**
3. **The manufacturer should have necessary facility to meet both quality and quantity requirement of supplies.**
4. **Bidder should have valid (not more than 5 years old) type test report from any national / international agency.**
5. **Bidder shall provide at least 1 performance certificates from Utility/any other reputed firm of the last three (3) financial years with minimum qty. 3 nos. of material**

COMMERCIAL CRITERIA

1. **Bidder must have average annual turnover of minimum Rs Two (2) Crore during last Three(3) years. i.e., 2017-18, 2018-19 and 2019-20. Bidders should submit UDIN based copies of audited balance sheet / CA certified in support if annual turnover.**
2. **The bidder shall submit a “NO LITIGATION” certificate as per attached format.**
3. **An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards/ Utility/any other reputed firm**
4. **The bidder must have valid PAN No., GST No., in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the applicable laws/rules etc. before the start of the work.**

3.00 Bidding and Award Process

Bidders are requested to submit their questions regarding the RFQ or the bidding process after review of this RFQ. BRPL response to the questions raised by various bidders will be distributed to all participating bidders through website.

a. Time schedule of the bidding process

The bidders on this RFQ package should complete the following within the dates specified as under:
This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) Price Bid. Both these parts should be furnished in separate sealed covers superscribing specification no. validity etc, with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and **Part-II “Financial bid”** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

Bidders are requested to submit the bid in one original plus one copy in duplicate.

The Part Technical Bid – I Eligibility and Technical Bid should not contain any cost information whatsoever. In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II 'Financial Bid' will be returned unopened.

The Part Financial Bid - II. Qualified bidders will be intimated after technical evaluation of all the bids is completed. The date and time of same shall be intimated in due course to the qualified bidders. Notwithstanding anything stated above, the Purchaser reserves the right to assess bidders capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

4.00 Award Decision

Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to bid competitively. The decision to place purchase order / letter of acceptance solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.

The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

BSES reserves the right to split the tender quantity amongst techno commercially qualified bidders on account of delivery requirement in tender, quantity under procurement etc.

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

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

Qty Variation : The purchaser reserves the rights to vary the quantity upto any extent.

Purchaser at his own discretion may consider to award trial order (as per BRPL trial order policy) to bidders those not meeting financial & technical criteria mentioned at point nos. 3 & 6 at clause no. 2.0 (Qualification Criteria) . However, bidders need to meet out other terms and conditions mentioned at clause no. 2.0 (Qualification Criteria).

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

5.00 Market Integrity

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

- Failure to honor prices submitted to the marketplace.
- Breach of the terms of the published in Request For Quotation.

6.00 Supplier Confidentiality

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

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

Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

7.0 Contact Information

All communication as regards this RFQ shall be made (i) in English, (ii) in writing and (iii) sent by mail, facsimile to

	Technical	Commercial
Contact Name	Mr. Sheshadri Krishnapura	Mr. Robin Sebastian
Address	2 nd Floor , B-Block, BSES Bhawan Nehru Place , New Delhi -111019	1 st Floor , C-Block, BSES Bhawan Nehru Place , New Delhi -111019
Email Id	Sheshadri.Krishnapura@relianceada.com	Robin.Sebastian@relianceada.com

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

**SUPPLY, ERECTION, INSTALLATION, TESTING AND
COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM**

CMC/BR/20-21/RS/AR/AN/905

Date : 11.03.2021

1.00 BSES Rajdhani power Ltd ,hereinafter referred to as the Purchaser“are desirous of implementing the various Systems Improvement/Repair & Maintenance works at their respective licensed area in Delhi The Purchaser has now floated this tender for procurement of Metering Cubicle as notified earlier in this bid document

2.00 SCOPE OF WORK

The scope shall includes supply of metering cubicles which covers Design, Manufacture,Testing at works conforming to the Technical Specifications enclosed along with Packing,Forwarding,Freight and Unloading and proper stacking at Purchaser’s stores.

3.00 DISCLAIMER

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

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

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

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

4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and Purchaser will in no case be responsible or liable for those costs. **Further the purchaser has the right to get sample of distribution box tested by any reputed independent test lab (approved by BRPL) at the cost of bidder.**

B. BIDDING DOCUMENTS

5.0 BIDDING DOCUMENTS

5.01 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:

Volume -I

- | | |
|---------------------------------------|-----------------|
| (a) Request for Quotation (RFQ) | - Section - I |
| (b) Instructions to Bidders (ITB) | - Section – II |
| (c) General Conditions of Contract | - Section - III |
| (d) Quantity and delivery requirement | - Section –IV |
| (e) Technical Specifications (TS) | - Section –V |

Volume - II

- | | |
|-----------------------------------|-----------------|
| (a) Bid Form | - Annexure -I |
| (b) Bid Format | - Annexure -II |
| (c) Price Schedule | - Annexure –III |
| (d) Commercial Terms & Conditions | - Annexure - IV |
| (e) No Deviation Sheet | - Annexure -V |
| (f) Qualification Criterion | - Annexure- VI |

5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and specifications. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

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

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specification ;
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) **Power of Attorney or Authorization letter indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.**

9.0 BID FORM

9.01 The Bidder shall complete an "Original" and another one "Copy" of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value (FOR Destination) i.e **Rs 1,26,220/-**. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD shall be denominated in the currency of the bid, and shall be in the following form :

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid
- (b) Bank Draft in favour of BSES RAJDHANI POWER LTD, payable at New Delhi.

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The successful bidder's EMD will be discharged upon furnishing the performance security. The EMD may be forfeited :

- (a) if the Bidder:
- i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form ; or
- (b) in the case of a successful Bidder, if the Bidder fails:
- (i) to sign the Contract,or
 - (ii) to furnish the required performance security.

10.0 **BID PRICES**

- 10.01 Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply,Transportation to site,all in accordance with the requirement of Bidding Documents The Bidder shall complete the appropriate Price Schedules included herein , stating the Unit Price for each item & total Price.
- 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.

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 quotation will be treated as non -responsive and rejected.

11.0 **BID CURRENCIES**

Prices shall be quoted **in Indian Rupees (INR) only.**

12.0 **PERIOD OF VALIDITY OF BIDS**

- 12.01 Bids shall remain valid for **120 days** post bid date.
- 12.02 Notwithstanding Clause 12.01 above,the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity.The request and the responses thereto shall be made in writing by Fax/e-mail.

13.0 **ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid",plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies,the original shall govern.
- 14.02 The original and 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.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —**Technical & EMD**—. The Financial bid shall be inside another sealed envelope with superscription — **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 and Copy.The envelopes should be superscribed with — **“Tender Notice No, Due date of submission, Tender opening date.**

15.03 The Bidder has the option of sending the Bids in person.Bids submitted by Telex/Telegram /Fax will not be accepted.No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid,together with the required copies, must be received by the Purchaser at the address specified not later than **15:15 HRS on 01.04.2021.**

16.02 The Purchaser may,at its discretion,extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 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 Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is

one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

23.0 EVALUATION AND COMPARISON OF BIDS

- 23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties 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 .
- 23.03 The Purchaser'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) Supply Schedule

(b) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

- 24.01 From the time of Bid submission to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.
- 24.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime 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 Purchaser's action.

26.0 AWARD OF CONTRACT

The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser 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.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance with in 7 days of issue of the letter of intent /Notification of Award by Purchaser.

29.0 PERFORMANCE BANK GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Ten percent) of the Contract Price in accordance with the format provided. The Performance Bond shall be valid for a period of Sixty (60) months from the date of the commissioning or sixty six months (66) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRADULENT PRACTICES

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

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

(i) "Corrupt practice" means behavior 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, orsoliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition .

(b) Will reject a proposal forward 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.

30.02 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

**SUPPLY, ERECTION, INSTALLATION, TESTING AND
COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM**

CMC/BR/20-21/RS/AR/AN/905

Date : 11.03.2021

GENERAL TERMS AND CONDITION

- a. Company shall mean BSES Rajdhani Power Limited, having its office at BSES Bhawan, Nehru Place, New Delhi – 110019 and shall include its authorized representatives, agents, successors and assigns.
- b. Engineer in Charge (EIC) shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.
- c. Contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded.
- d. Sub-Contractor shall mean the persons, firm or company to whom any part of the contract has been sublet by the Contractor with the prior written consent of the Company.
- e. Contract, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed.
- f. Site, shall mean the actual place in over or under which, permanent works or temporary works is to be executed by the Contractor.
- g. Contract Price shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.
- h. Temporary Works shall mean all temporary works of every kind required in or about the execution or maintenance of the works.
- i. Permanent Works shall mean the permanent works to be executed and maintained in accordance with the Contract.
- j. Specifications shall mean specification referred to in the tender and any modification thereof or addition thereto as may, from time to time be instructed by the Company/ the Structural Consultant.
- k. Drawings shall mean the drawings issued along with this tender and any modification in such drawings issued by the Structural Consultant/ the Company from time to time.
- l. Approved, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and "approval" means approval in writing by Company, including as aforesaid.
- m. **Language and Measurement:**

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

Metric System shall be followed for all dimensions, units etc., the mode of measurement shall be as per IS 1200.

- n. **Cost:**

The word "Cost" shall be deemed to be all inclusive, firm price basis and also including overhead costs and all taxes whether on or off the site.

1.0 General Instructions

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

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

- 1.03** 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.
- 1.04** The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05** 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 Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.
- 2.0 Definition Of Terms**
- 2.01** "Purchaser" shall mean BRPL Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02** "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03** "Supply" and " " shall mean the Scope of Contract as described.
- 2.04** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supplyg, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

- 3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.

3.02 Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these RFQ shall prevail.

4.0 Scope Of Supply -General

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

4.02 Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.

4.03 Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

4.04 All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

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

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

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

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

5.05 All testing and inspection shall be done with out any extra cost.

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

5.07 Bidder has to sign quality agreement before supply of the material.

6.0 Packing, Packing List & Marking

6.01 Packing: Supplier shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL without undue risk of damage in transit.

6.02 Packing List: The contents of each package shall be itemized on a detailed list showing the exact weight and the extreme outside dimensions (length, width and height) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

7.01 Prices basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each items.

For Supply to BRPL Delhi the price shall be inclusive of packing, forwarding, Freight & Goods and service tax (GST).

The above supply prices shall also include unloading at site stores.

Transit and storage insurance will be arranged by BRPL, however bidder to furnish required details in advance for arranging the same by BRPL.

8.0 Variation in taxes, duties & levies:

8.01 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

8.02 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.

8.03 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.

8.04 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

8.05 As per GOI Notifications Section 164 read with Section 171 of the central goods and services tax act 2017, Central Govt makes "Anti Profiteering rules 2017". As per anti-profiteering Clause 171 applied as per Govt Notification which provides that it is mandatory to pass on all the benefits due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The GST rate shall be applicable as per the HSN codes, Hence request you to kindly forward the same.

9.0 Taxes & Duties on raw materials & bought out components:

9.01 Taxes & Duties on raw materials & bought out components are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

9.02 Taxes & Duties on raw materials & bought out components procured indigenously are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

10.0 Terms of payment and billing

10.01 For Supply, Civil, Erection, Testing and Commissioning of EARTHQUAKE EARLY Warning System:

- 100% payment shall be made within 45 days from the date of receipt of material at store/ site against submission of 10 % performance bank guarantee.

10.02 Bidder to submit the following documents against dispatch of each consignment:

- i. Consignee copy of LR
- ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
- iii. Original certificate issued by BRPL confirming receipt of material at site and acceptance of the same.
- iv. Dispatch clearance / inspection report in original issued by the inspection authority
- v. Packing List.
- vi. Test Reports
- vii. Guarantee Certificate.
- viii. Insurance policy to be obtained by supplier

11.0 Price Validity

11.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion.

12.0 Performance Guarantee

12.01 Supplier shall establish a performance bond in favor of BRPL in an amount not less than Ten percent (10%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty Six months (66) months from the date of receipt of material (last

consignment) at site/stores which ever is earlier plus 3 months towards claim period. It shall be in accordance with one of the following terms:

- (a) Depositing pay order /demand draft of the relevant amount directly with BRPL at the address listed above or as otherwise specified by BRPL, either of which shall constitute the Performance Bond hereunder; or
- (b) Bank guarantee from any nationalized bank in favour of **BSES RAJDHANI POWER LTD (BRPL)**. The performance Bank guarantee shall be in the format as specified by BRPL.

13.0 Forfeiture

13.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BRPL of this Performance Bond to the ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

13.02 Each Performance Bond established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

14.0 Release

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 10.0) except for the case set forth in Clause 21.0.

15.0 Defects Liability Period

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

16.0 Return, Replacement or Substitution.

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

17.0 Effective Date of Commencement of Contract:

17.01 The date of the issue of the Letter of Acceptance shall be treated as the effective date of the commencement of Contract.

18.0 Time – The Essence Of Contract

18.01 The time and the date of completion of the “Supply” as stipulated in the Letter Of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the “Contract”. The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply .

19.0 The Laws and Jurisdiction of Contract:

19.01 The laws applicable to this Contract shall be the Laws in force in India.

19.02 All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The venue of arbitration shall be at Mumbai in India

20.0 Events of Default

20.01 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:

- (a) Supplier fails or refuses to pay any amounts due under the Contract;
- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- (d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BRPL

21.0 Consequences of Default.

- (a) If an Event of Default shall occur and be continuing, BRPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BRPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
 - (i) present for payment to the relevant bank the Performance Bond;
 - (ii) purchase the same or similar Commodities from any third party; and/or
 - (iii) recover any losses and/or additional expenses BRPL may incur as a result of Supplier's default.

22.0 Penalty for Delay

22.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the contract price for every week delay or part thereof for individual mile stone deliveries.

22.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price

22.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

23.0 Force Majeure**23.01** General

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

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

- 23.02** Specific Events of Force Majeure subject to the provisions of above clause, 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.
 - b) Explosions or fires
 - (ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
 - (iii) Dangers of navigation, perils of the sea.
- 23.03** Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:
- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
 - ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
 - 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.
- 23.04** Mitigation of Events of Force Majeure Each Party 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 recourse to alternate methods of satisfying its obligations under the Contract;
 - (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
 - (iii) Keep the other Party 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.
- 23.05** 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.
- 23.06** Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.
- 23.07** Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.
- 23.08** Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.
- 23.09** Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in

default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."

24.0 Transfer And Sub-Letting

24.01 The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

25.0 Recoveries

25.01 When ever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.

26.0 Waiver

26.01 Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

27.0 Indemnification

27.01 Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

The Contractor must submit the following to Engineer-In-Charge before commencement of work:

- a) An Electrical license. (If applicable)
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) PAN No.
- f) Work Contract Tax/VAT Registration Number.
- g) Labor License under Contract Labor Act (R & A) Act 1970(All Engineer-in-charge responsible for execution of the job should obtain a copy of Labor License as per guidelines of HR department before start of the work by the contractor.)
- h) GST No.

The Contractor must follow:

- a) Third party Insurance Policy before start of work. {If Applicable}
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of Company's representative not later than 7th of each month.
- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)
- h) Labor license before start of work. (If applicable)
- i) Covid Insurance of Manpower
- j) Must follow all safety measures against pandemic disease.
- k) All safety equipments and measures follow by bidder during working at site.

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 health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be CLEARLY conveyed to them in a timely manner.

- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed 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 a Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.

- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. Management System

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

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - CLEARLY identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, 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.

RATES:

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

The cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in the contractor's scope and value is included in the unit rates finalized. The unit rates finalized are also inclusive of barricading and watch & ward during execution and no separate charges shall be paid for the same.

The cost of training of BRPL Official shall be included in the prices quoted by vendor.

TAXES AND DUTIES:

Prices are inclusive of all taxes and duties and GST. However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). The order involves only services and labour hence WCT/VAT not applicable to the order.

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/ variations in labour. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO.

COMPLETION PERIOD

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for erection and commence the execution activity as per instructions of Engineer In-charge. The entire erection work should be completed within 4 months from the date of issue of LOI. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

CLEANLINESS

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, you shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs.

COMMISSIONING & ACCEPTANCE TEST:

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification required during this period the Contractor shall do all necessary measures.

On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer In Charge will issue an acceptance certificate.

PENALTY AND LIQUIDATED DAMAGES

14.1 Penalty: A penalty of 10% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

14.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.

If the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1 % of the order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of total order value or remaining value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

Engineer In charge should specifically mention the amount of LD levied on the bill of contractor.

SAFETY CODE:

The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.

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

The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety 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.

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

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

STATUTORY OBLIGATIONS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to:

- a) An Electrical license issued by Govt.of Delhi.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) Sales Tax registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970

(Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work. {If Applicable}
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.

- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy. {If applicable}
- h) Labour license before start of work. {If applicable}

WORKMAN COMPENSATION:

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

The contractor shall keep the company indemnified at all times, against all claims of compensation under the provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the contractor/sub-contractor/sub-agent in carrying out the job involved under this work order and against costs and expenses, if any, incurred by the company in connection therewith and without prejudice to make any recovery.

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

STAFF AND WORKMAN

It shall be responsibility of contractor

(a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.

b) To obtain workman insurance cover against deployment of workers etc.

(II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely,

- a) Register of workmen.
- b) Register of muster roll.
- c) Register of overtime.
- d) Register of wages.
- e) Any other register as per latest amendment Labour Act.

The records shall be in the prescribed formats only.

(III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.

(IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non-compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.

(VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

THIRD PARTY INSURANCE

Before commencing the execution of the work the contractor shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractors own cost.

SECURITY

Adequate number of trained Security Guards shall be deployed both at the storage yard and stores as well as places of work to prevent theft and pilferage of material and accessories and various other materials. All security rules and safety rules enforced at site by company shall be strictly observed.

ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) 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
- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractors staff is accountable for the following:

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

TEST CERTIFICATE & QUALITY ASSURANCE:

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable. The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall, if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

INDEMNITY:

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

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

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

EVENTS OF DEFAULTS:

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

- a) Failing to complete execution of work within the terms specified in this work order.
- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this work order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

RISK & COST:

If the Contractor of fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this LOA. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as presiding arbitrator before entering upon the reference in the event of a difference between the two arbitrators and the award of the said presiding arbitrator in such a contingency shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

The technical information, drawing and other related documents forming part of work order and the information obtained during the course of investigation under this work order shall be the Company's executive property and shall not be used for any other purpose except for the execution of the work 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 work order.

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

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

TERMINATION:

"During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor.

QUALITY:

Contractor shall ensure that strict quality is maintained and execution of works under this Work Order and Works are executed in conformity with the Specification.

All tools, tackles, instruments and other equipments used in the execution of the Works shall be duly calibrated as required and Contractor shall maintain proper records of such tools, tackles, instruments and / or equipment. **MATERIALS & WORKMANSHIP:**

1) Quality Assurance Programme:

The Contractor before the start of work shall submit for approval a quality assurance programme to the EIC indicating measures that he proposes to implement to ensure that the quality of work shall be in accordance with requirements, specifications laid down in the Contract. The Contractor shall strictly adhere to this programme and any failure attributable to the Contractor shall attract the penal provisions determined by the EIC.

2) Quality of materials and workmanship and tests:

The Contractor shall procure all equipment from genius sources as approved by the Company & as per Company specifications. Cement shall be of grade 43 ordinary port land cement conforming to IS 8112/53 grade O.P.C. conforming to IS 12269, aggregate for cement concrete shall conform to IS 383, reinforcement for cold twisted bars shall conform to IS 1786, the bricks for brick work shall correspond to IS 1077, Structural steel shall conform to relevant IS code, water to be used shall comply with requirement of IS 456. Contractor shall provide all requisite facilities for field tests and laboratory tests shall be carried out in the laboratory having ISO 9001-2000 Certified Testing Lab for which no extra payment shall be made. The Contractor shall maintain mandatory Test Register with Engineer-in-Charge as provided in latest Indian Standard Specifications.

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer-in-Charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabrication or on the site or at such other places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide at no additional cost to the Company such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the EIC.

3) Cost of samples and tests:

All samples shall be supplied to Company if required by the Contractor at his own cost. The Contractor shall take approval of the EIC prior to start the work for all samples of materials including mix design of concrete to be utilized for the works to be executed. The mix design of concrete, testing of reinforcement steel and structural steel shall be carried out by an external agency approved by the Company. The cost of all such tests carried out by the external agencies or consultants shall be borne by the Contractor at his own cost and are deemed to be included in the unit rates quoted in the BOQ.

4) Sampling and Testing Concrete on Site

The Contractor can also have cubes tested in an approved laboratory in lieu of a testing machine at site but at his own cost and with the prior written consent of the Company.

5) Inspection of operations:

The Engineer-in-Charge/QC department or any person authorized by them shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

6) Examination of work before covering up:

No work shall be covered up or put out of view without the approval of the EIC or his representative and the Contractor shall afford full opportunity to the EIC or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the EIC or his representative whenever any such work or foundations is or are ready or about to be ready for examination and the EIC or his representative shall, without unreasonable delay, unless he considers it unnecessary, attend for the purpose of the examining such foundations.

MOBILISATION:

The Contractor shall have to mobilize their Plants & Equipments, Tools & Tackles, Work Labour Force, project team including Engineering Staff and materials required for execution of work within seven days (7) of receipt of LOI or Work Order whichever is earlier.

DAMAGE OF PRIVATE PROPERTIES / LIFE:

The Contractor shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own expenses all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Company is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Company may incur in reference thereto, shall be charged to the Contractor. The Contractor shall reimburse such costs immediately to the Company.

APPROACHES:

The Contractor shall have to make his own arrangements for all approaches to the site required for transporting his men and material to site of work. The Company shall entertain no payment or claims on account of "Making of Approaches".

SITE OFFICE AND SITE FACILITIES:

The Contractor shall also make his own arrangement for the accommodation/conveyance requirements for its staff. He shall be provided at site the adequate open space for construction of site store for storing the materials, tools, tackles etc. All the Contractor's storage will be within the site premises in a manner affording convenient access for identification and inspection at all times. The storage of arrangements shall be subject to IS: 4082. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall be entered into the register kept for this purpose and shall be in the safe custody of Contractor, however company does not hold any responsibility for any loss or damage caused to Contractor's material etc.

- 1) The Contractor shall strictly control the labour so that the site is not polluted, made dirty or littered with debris, wastes or the likes.
- 2) Any person, labour found creating mess or litter or pollution shall be removed from the site immediately at the Contractors cost and shall also be subject to penalty at the discretion of the EIC.
- 3) Water & Power:

Water and Electricity Power shall be arranged by the Contractor at his own.

It shall be the responsibility of the Contractor to make arrangements at his own expense for supply of water for construction and other uses. The Contractor can install pumps, construct temporary storage tanks and distribute the water to various points in works site as required. The Contractor at his own expense shall make arrangement for operating and maintaining pumps & distribution lines, connections, which are installed by him for water arrangement.

4) **Watching & Lighting:**

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary for the protection of works, or for the safety and convenience of the public or others. The care, housekeeping and safety of the materials and works within the works site shall be sole responsibility of the Contractor.

TIME & PERIOD:

Time is the essence of this Project and the Project shall be completed as per the date of issue of Letter of Intent or Work Order whichever is earlier, including mobilization period and monsoon.

The Contractor shall within 7 (seven) days of the issue of letter of intent or work order whichever is earlier provide a detailed execution program regarding the Project taking into account the following including restricted working hours due to residential area for the approval of the Company:

The Contractor shall carryout the works as per the approved schedule / program of work.

EXTENSION OF TIME LIMIT & TIME OVER RUN:

If delay is not attributable to the Contractor, the extension of time may be considered at the discretion of the Company without prejudice to the right of the Company for recovery of liquidated damages. This is also subject to the Contractor having taken sufficient precautions to mitigate the delay and submitted to the Company a full-detailed particular of any extension of time to which he may consider himself entitled within 10 days after such work has been commenced or such circumstances have arisen. The extension of time may be granted but without any financial increment in the contract price to the Company.

RELEASE OF INFORMATION AND CONFIDENTIALITY:

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution 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, drawings, records and other documents 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.

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

In the event of any breach of these provisions, the contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:

- 1) The Contractor shall have to appoint and authorize a Site In Charge/ Project Manager (PM) along with its project team, who shall be available always at site till the completion of the contract as certified by the Company's Engineer In Charge (EIC).
- 2) The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work to ensure that the work is carried out in accordance with the drawings, specifications and instructions of the EIC. Such inspection and supervision shall not relieve the Contractor from any of his obligations towards use of material, workmanship, sequence of working and completion of project as per the stipulated period.

- 3) On receipt of the LOI or Work Order whichever is earlier, the Contractor shall furnish to the Company, for approval, the proposed site setup with list of Engineers, Supervisors and other staff to be deployed by him with their dates of joining.
- 4) The Contractor's Project Manager shall obtain the written approval and instructions from the EIC prior to commencement of any works at site. The PM shall give written advance intimation to EIC for approval of all activities including deployment of resources, procurement of materials, concrete pours etc.

SAFETY REGULATIONS:

- 1) The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises.
- 2) The Contractor shall indemnify the Company from any consequence arising due to contractor's failure in respect to safety compliance.
- 3) First Aid facilities at easily accessible place shall be provided by the Contractor at his own cost as per provisions of Labour act or as advised by the Company wherever works are carried out.
- 4) All critical injuries shall be reported promptly to the Company. The report shall cover type, nature, cause, physician's report and actions for prevention of those types again.
- 5) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Company.
- 6) The cost so incurred by the Contractor in providing for safety standards and requirements as above shall be deemed to be included in the rates quoted for various items under the scope of Contract and no extra amounts shall be payable to the contractor on this account.
- 7) The Contractor shall furnish to the Company within seven days from issue of LOI or Work Order whichever is earlier, for approval of Company, the proposed safety programme on how it intends to implement the safety procedures and precautions to ensure that the site is accident free.

CO-ORDINATION WITH OTHER AGENCIES:

The Contractor shall execute the work in strict consultation with the Company and in co-ordination with other agencies appointed by the Company who will also simultaneously execute the components of work allotted to them.

The Contractor at his own cost shall also extend their site facilities, plant and equipments on written request of the Company/ EIC for use by other contractors appointed by the Company.

MAINTENANCE OF WORK:

The Contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing-over of completed portion of the work is required, the provisions mentioned herein will apply to each phase.

TESTING OF MATERIALS:

All materials received at site shall be accompanied by the Test certificate of the manufacturer. The Engineer-In-Charge reserves the right to instruct any material to be further tested in an approved laboratory for which the Contractor shall make no additional claims. Where ever test requirements are not specified in the specifications, relevant IS code of practice shall govern.

MEASUREMENT OF WORK:

Unless specifically mentioned elsewhere, the work shall be measured for payment as per the provisions of IS 1200.

ENVIRONMENTAL, HEALTH & SAFETY PLAN:

Contractor will ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company.

Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work.

- b) Comply with the procedures provided in the interests of Environment, Health and Safety.
- c) Ensure that all of their employees designated to work are properly trained and competent.
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions.
- e) Make arrangements to ensure that all employees designated to work on or visit the site, present themselves for site inspection prior to commencement of work.
- f) Provide details of any hazardous substances to be brought onsite.
- g) Ensure that a responsible person accompanies any of their visitors to site.

All Contractor/workers are accountable for the following:

- 1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as required/instructed.
 - 2. Keep tools in good condition.
 - 3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
 - 4. Develop a concern for safety for themselves and for others.
 - 5. Prohibit horseplay.
 - 6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.
- i. ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule.Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract. BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION:

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs.

While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc contractor shall adhere to below mentioned guidelines.

- 1. No construction material/ debris shall be stored on metalled road.
- 2. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
- 3. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
- 4. The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

5. Over loading of vehicles shall be strictly prohibited
6. The construction material at site shall be stored under wet and covered condition.
7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
8. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
9. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
10. Wet jet in grinding and stone cutting is being permitted at site.
11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Concerned agency is liable for the penalties / other action by the authorities, The Agency shall indemnify BRPL from all liabilities on this account.

GENERAL CONDITIONS:

- 1) No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work due to any other reason resulting in contractors' labour or equipments being rendered idle at any time during the duration of contract.
- 2) In the event of any ambiguity, the work order shall supersede LOI & all other correspondence and conditions of contract if furnished earlier.
- 3) If the Contractor needs to carry out any work or rework due to change in drawings or structural consultants instructions, the Contractor shall take the prior permission of the Company/ EIC before commencing such works. The Contractors quoted price shall include such rework or incidentals due to quantity variation, or methodology to carry out the works, wherever required and shall not be entitled for any extra payment or extension of time.
- 4) The Company reserves the right to claim and recover from the security deposit the damages/ losses incurred due to non-compliance to work, delay in the progress of work by the Contractor as agreed upon. The decision of the Company in this regard shall be final and binding.
- 5) The Contractor agrees to abide by other terms and conditions stipulated by the Company from time to time in addition to the above for the proper and satisfactory performance of their obligations under this Contract.

INSURANCE:

The Contractor at its own cost shall also arrange, secure and maintain the following insurance covers:

GROUP PERSONAL ACCIDENTAL INSURANCE POLICY:

Before commencing the execution of the work, the CONTRACTOR shall take accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent total Disability + Partial Permanent disability due to external accidents). The premium amount for such policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL

VARIATIONS AND EXTRA ITEMS

The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Engineer in charge.

- 1) The Engineer In Charge may, at his discretion, from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are herein after referred to as “EIC’s Instructions” in regard to:
 - a) The variation or modification of the design, quality, specification or quantity of works or the omission or substitution of any work.
 - b) The timing or sequencing of work.
 - c) Any discrepancy between the drawing and / or the Bill of Quantities and / or Specifications.
 - d) The removal from the site of any materials/ equipment/ resources brought thereon by the Contractor and the substitution of the same thereof.
 - e) The Execution of additional works of any kind necessary of the completion of the work.
 - f) The removal and /or re-execution of any works executed by the Contractor.
 - g) The substitution from the site of the works of any person employed there upon.
 - h) The amending and making good of any defects under clause “Defects Liability”
 - i) The opening up for inspection of any work covered up.
 - j) Changes in lines, levels, positions and dimensions of any part of the Work.
- 2) The Contractor shall forthwith comply with and duly execute any work comprised in such EIC’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his supervisor upon the works by the Engineer In Charge shall if involving a variation be confirmed in writing by the Contractor within seven days and the Engineer in charge’s written approval is obtained.
- 3) If compliance with the Engineer In Charge’s Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this Contract by the Contractor, the EIC shall pay to the Contractor the cost of the said work as an extra to be valued and as hereinafter provided.
- 4) No such variation shall in any way vitiate or invalidate the Contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the final certification.
- 5) No such variations shall be carried out by the Contractor without instructions, in writing from the Engineer in charge. Provided that no instructions in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. If the Engineer in charge shall consider it desirable to give any instructions verbally, the Contractor shall comply with such an instruction and any confirmation in writing of such verbal instruction given by the Engineer in charge whether before or after the carrying out of such work, shall be deemed to be an instruction in writing within the meaning of this clause. Provided further that if the Contractor shall within 7 days confirm in writing to the Engineer in charge and such confirmation shall not be contradicted in writing within 30 days by the Engineer in charge, it shall be deemed to be an instruction in writing by the Engineer in charge.
- 6) All extra or additional work done on the instructions of the Engineer In Charge shall be valued at the rates and prices set out in the Contract. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between Company and the Contractor as per the following, in the order of preference:
 - (i) The rate shall be derived from any one of the quoted rates for similar items of work in the tender.
 - (ii) In case similar items are not available in the tender, then rates shall be worked out as per the following:
 - a) The direct cost of labour including indirect charges thereon. The labour components shall be computed wherever possible from the related BIS Codes and the quantity of materials to be based on consumption factor as per standard norms or as accepted by the EIC.
 - b) The material cost inclusive of taxes, levies, fees, duties etc. as delivered to the site. Proof of cost in form of an invoice to be submitted along with the extra work claim along with other working documents.
 - c) The Plant & Equipment cost inclusive of hire charges of plant & equipment and operational charges as per standard norms or as accepted by the EIC.
 - d) In addition the Contractor shall be entitled to payment towards overheads and profit.
- 7) In cases where the items of works are not accepted as complete, or not fully in accordance with the Specification, the Engineer in Charge shall make payments of such items at such reduced rates, as he may consider reasonable in approval of Interim Bills and the Final Bill.
- 8) In all cases the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the Engineer in Charge. The Engineer in Charge on establishing the validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.

- 9) The quantities of the various kinds of work to be done and materials to be furnished under this Contract as listed in the Bill of Quantities are estimated and approximate only and shall be subject to re-measurement upon completion. The Contractor shall make no claim for anticipated profits, for loss of profits or for damages because no work is ordered under certain items or because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth in the Bill of Quantities.
- 10) The rate/ prices quoted by the Contractor in the Bills of Quantities shall be firm irrespective of any variation in the quantities of individual items of work and / or in the Total Contract Sum.

EXECUTION OF ADDITIONAL WORKS:

The Contractor shall be bound to carry out any items of work necessary for the completion of the works even though such items may not be part of his offer. Such works shall be instructed in writing by the Engineer in Charge and formal amendment to the work order will be made.

ACCEPTANCE

Acceptance of this work order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.

However, during the course of the execution of the work order, if at any time the Company's representative observe and form an opinion that the work under the work order is not being performed in accordance with the terms of this work order, the company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor.

We request you to please sign the duplicate copy of this tender as a token of your acceptance and return to us.

SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

Sl.No.	Item Description	Qty(Nos)	Delivery Schedule	Location
1	SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM	1	Submission of GTP/Drawing within 7-10 days from the date of LOI/Purchase order.	BRPL, BSES Bhawan, Nehru Place, New Delhi
2		1		BRPL, BSES Scada, Balaji Estate, New Delhi

SECTION – V:

TECHNICAL SPECIFICATION(TS)

**SUPPLY, ERECTION, INSTALLATION, TESTING AND
COMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM**

CMC/BR/20-21/RS/AR/AN/905

Date : 11.03.2021

DESCRIPTION: Providing earthquake early warning system in SCADA control centre Balaji & Data Centre Building Nehru Place, BRPL on pilot basis

SCOPE OF WORK:

1. Accelerometer Sensors installation at identified locations of buildings.
2. Indication and alarm installation at suitable locations.
3. Main controller and software installation
4. Ethernet (CAT6) cables laying & installation

It is proposed that the EARTHQUAKE EARLY warning system may be installed as a pilot project for Proof of Concept (PoC). We are proposing that initially this system may be installed at our two important office/substation buildings (1) SCADA centre, Balaji and (2) BRPL corporate office, Nehru Place to analyze its operational efficiency in such incidents.

After successful operation of pilot implementation, the deployment of this system/technology may be scaled up to other BRPL infrastructures/assets as well.

SELECTION OF SITES FOR PILOT INSTALLATION

Following two sites have been proposed for pilot installation:

1. BRPL Head Office at Nehru Place
2. SCADA Centre at Balajee

The rationale for selection of these sites is as below:

S. No.	Parameter	Nehru Place Site	Balajee Site
1	Criticality	It is a Head office of BSES Rajdhani Power limited. It has many important installation/assets in the building. It has IT Server, Financial & Technical records in soft & hard format. Technical	It is SCADA center of BSES Rajdhani Power limited. All major operations at 66 kV and 33 kV level are being carried out from Balajee. It has SCADA room and database server in this building.
2	Location	It is located in Nehru Place Market, a prime location and renowned commercial centre of the city	It is located in a posh residential locality of south Delhi.
3	Preference	It is 33 kV substations also. Monitoring of the any alarm can be done easily. Fault detection and maintenance can be done easily at this location.	It is 33 kV substations also. Monitoring of the any alarm can be done easily. Fault detection and maintenance can be done easily at this location.

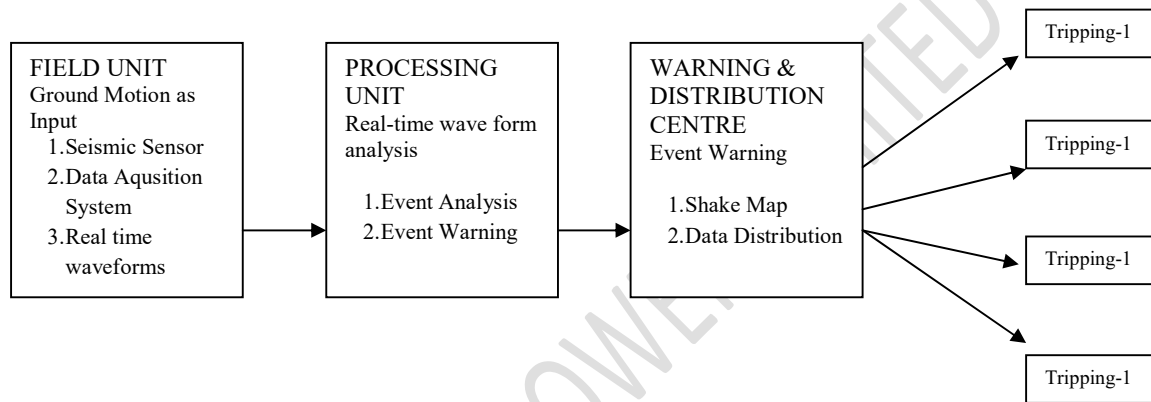
TECHNICAL PROPOSAL:

The rapid increase in population and industrial growth in high hazard and vulnerable areas leads to a continuous rise in the expected rate of fatalities every year. Although, natural phenomena like earthquakes are unpredictable and unavoidable. Therefore, a real-time earthquake information system that has the potential to provide a warning before significant ground shaking is referred to as an Earthquake EARLY

Warning (EEW) System. With the development of such an EEW system, the risk can be reduced by providing an in-time warning for disaster mitigation.

The concept of EEW was first put forth by Cooper (1868) around 150 years ago. The basis behind his approach was that the severe damage due to an earthquake is caused by the Secondary-waves (i.e. S-wave) which travels at about half the speed of Primary waves (i.e. P-waves) and much slower than electromagnetic waves. Thus, if the intensity of shaking due to an impending earthquake at the target site can be estimated by the analysis of the initial portion of P-wave and the information about the estimation is transmitted through electronic means, then warning time of few seconds or few tens of seconds can be achieved before the S-wave hit the target site.

The effective use of available warning time helps in real-time risk reduction and enhances the safety margins from different types of losses by automatic shutdown of power plants, gas lines, oil lines, industrial units and slows down high-speed trains. The basic components of an EEW system are shown below:



The offer has been obtained from Two vendors for the proposed job. The Component details, technical terms and theoretical explanation in both offers are mentioned in the write-up attached as Annexure – 1

SCOPE OF WORK

The scope of work covers the following points:

1. Development of Regional EEWs for detecting earthquakes in Himachal Pradesh and Uttarakhand and to issue timely warning to BSES stations.
2. Installation of sirens and seismic relays at all proposed sites.
3. Providing help for the integration of seismic relays to important machinery and equipment.
4. Integration of developed regional earthquake EARLY warning system with these sirens and relays.
5. Maintenance of Seismic Relays and Sirens.
6. Training/Workshop/Mock drill about EEW systems.

TIME FOR COMPLETION: 12 months* after the start of work.

Technical Comparison:

A brief technical comparison of the technology and feature is tabulated as below:

S.No	Description	Bidder must complete the details
1	Real time information	
2	Instant alert of any siesmic activity	
3	Detailed assessment report within 60 secs of an alarm generating event	
4	Real time displays of siesmic stations, waveforms and siesmic activities	
5	Dashboard display informaion for all monitoring stations in the form of dashboard (Laptop, mobile etc)	
6	Shakemaps	
7	System watchdog	
8	Digital accelerogrameter	
9	Wall mount panel	
10	LED lights with siren	

Both the above offers are technically acceptable.

Preference Criteria

S. No.	Parameter	Nehru Place Site	Balajee Site
1	Criticality	It is a Head office of BSES Rajdhani Power limited. It has many important installation/ assets in the building. It has IT Server, Financial & Technical records in soft & hard format. Technical	It is SCADA center of BSES Rajdhani Power limited. All major operations at 66 kV and 33 kV level are being carried out from Balajee. It has SCADA room and database server in this building.
2	Location	It is located in Nehru Place Market, a prime location and renowned commercial centre of the city	It is located in a posh residential locality of south Delhi.

FORMATS

Tender Notification for

**SUPPLY, ERECTION, INSTALLATION, TESTING AND
COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM**

CMC/BR/20-21/RS/AR/AN/905

Date : 11.03.2021

ANNEXURE I
BID FORM

CMC/BR/20-21/RS/AR/AN/905

To
Head of the Department
Contracts & Materials
BSES Rajdhani Power Ltd
BSES Bhawan, Nehru Place
New Delhi- 110019
Sir,

1. We understand that BRPL is desirous of procuring " SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE EARLY WARNING SYSTEM" in it's licensed distribution network area in Delhi.
2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Drawings, Conditions of Contract and specifications for the sum of AS PER PRICE BID ENCLOSED 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 per delivery schedule given by you from the date of award of purchase order/letter of intent
4. If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten) percent of the total contract value for due performance of the Contract in accordance with the General Conditions of Contract.
5. We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening under clause 9.0 of GCC, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Income Tax Law and other Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent issued, this Bid, together with your written acceptance there of, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest, or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract, Clause 19 of GCC .

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

Signature..... In the capacity of

.....

.....duly authorized to sign for and on behalf of (IN BLOCK CAPITALS).....

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Annexure –I

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [name of the Bidder](hereinafter called the Bidder“) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank]at[Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called —the Bank“),are bound unto BSES Rajdhani Power Ltd., with it’s Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019 ,(herein after called —the Purchaser“)in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form ;or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form ,if required; or
 - (b) fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/GENERAL CONDITIONS.;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or condition s.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(signature of the bank)

Signature of the witness

ANNEXURE III

PRICE BID

**SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF
EARTHQUAKE EARLY WARNING SYSTEM**

CMC/BR/20-21/RS/AR/AN/905

S.No.	Item Description	Nature of Supply/ Work	Location	Qty	UOM	Basic Rate without GST (Rs.) - A	GST		Unit Rate with GST (Rs.) = (A+B)xQTY
							%	Amount (Rs.) - B	
1	EARTHQUAKE EARLY WARNING SYSTEM	Supply	BSES Bhawan Nehru Place	1	NOS				
		Civil Works			NOS				
		Erection, Installation, testing and commissioning			NOS				
2	EARTHQUAKE EARLY WARNING SYSTEM	Supply	BSES Scada, Balaji Estate	1	NOS				
		Civil Works			NOS				
		Erection, Installation, testing and commissioning			NOS				
	TOTAL								

NOTE:

- 1) The prices quoted are inclusive of training of BRPL officials (as per spec)
- 2) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any.
- 3) All Tools & Tackles, Consumables and Commissioning Spares required to complete the work shall be included in the quoted rates
- 4) Any other item not mentioned above but are required for successful completion of the works shall be deemed to be included in the above quoted rate

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Annexure – IV**COMMERCIAL TERMS AND CONDITIONS****SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE
EARLY WARNING SYSTEM**

CMC/BR/20-21/RS/AR/AN/905

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	a) Firm , FOR Delhi store basis. Prices shall be inclusive of GST, freight up to Delhi stores. b) Unloading at stores - in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	100% payment shall be made within 45 days after supply, erection, installation, testing and commissioning of EARTHQUAKE EARLY WARNING system at site against submission of 10% performance bank guarantee	
4	Delivery time	As per BRPL Requirement	
5	Defect Liability period	The Defect liability period shall be Sixty (60) months from the date of the commissioning or sixty six months (66) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period.	
6	Penalty for delay	1% of basic price for every week delay subject to maximum of 10% of total PO/WO value of undelivered units/ remaining work.	
7	Performance Bank Guarantee	Contractor shall submit the performance bank guarantee equivalent to the 10% of the total contract value at the time of claiming the last payment, with the validity of the bank guarantee till Defect Liability Period plus 3 months.	

SIGNATURE & SEAL OF BIDDER**NAME OF BIDDER**

ANNEXURE V

SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF EARTHQUAKE
EARLY WARNING SYSTEM

CMC/BR/20-21/RS/AR/AN/905

NO DEVIATION SHEET

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Annexure – VI

DECLARATION BY BIDDER

S.No	Qualification Criteria	Declaration by bidder qualifying fulfillment	by with the	Documentary Evidence attached page no. details
1	The bidder should be Original Equipment Manufacturers (OEM)/ Authorized Dealer (AUD)/ Authorized Distributor of OEM and having office in INDIA with following criteria a. The bidder furnishes valid authorization certificate from the original manufactures of material/item. b. The bidder as authorized agent, has supplied similar item in past to any other Utlity/any other reputed firm. c. The bidder shall be authorized distributor/dealer for the last one (01) year or more.			
2	The bidder must possess valid latest ISO certification.			
3	Bidder must have average annual turnover of minimum Rs Two (2) Crore during last Three(3) years. i.e., 2017-18, 2018-19 and 2019-20. Bidders should submit UDIN based copies of audited balance sheet / CA certified in support if annual turnover.			
4	The manufacturer should have necessary facility to meet both quality and quantity requirement of supplies.			
5	Bidder should have valid (not more than 5 years old) type test report from any national / international agency.			
6	Bidder shall provide at least 1 performance certificates from Utlity/any other reputed firm of the last three (3) financial years with minimum qty. 3 nos. of material			
7	The bidder shall submit a “NO LITIGATION” certificate on their company letterhead.			
8	An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards/ Utlity/any other reputed firm			
9	The bidder must have valid PAN No., GST No., in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the applicable laws/rules etc. before the start of the work.			

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Appendix VII

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed & stamped by the bidder along-with bid)

BSES Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction.

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

1. In case of bidding through Internet medium, bidders are advised to ensure availability of all associated infrastructure as required to participate in the reverse auction event. Inability to bid due to telephone glitch, internet response issues, software & hardware hangs/failures, power failures or any other reason shall not be the responsibility of BRPL.
2. In case bidder fails to participate in the reverse auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid submitted by them as a part of tender shall be considered as bidder's Final No Regret offer. Any off-line price bids received from a bidder in lieu of non-participation in the reverse auction event shall be rejected by BRPL.
3. The bidder is advised to understand the auto bid process t safeguard themselves against any possibility of non-participation in the reverse auction event.
4. The bidder shall be prepared with competitive price quotes during the day of reverse auction event.
5. The prices quoted by bidder in reverse auction event shall be on FOR Landed cost BRPL Store/site basis inclusive of all relevant taxes, duties, levies, transportation charges etc.
6. The prices submitted by the bidder during reverse auction event shall be binding on the Bidder.
7. The bidder agrees to non-disclosure of trade information regarding bid details e.g. purchase, Identity, bid process/technology, bid documentation etc.
8. BRPL will make every effort to make the bid process transparent. However award decision of BRPL will be final and binding on the bidder.
9. The prices submitted during reverse auction event shall be binding on the bidder.
10. No request for Time extension of the reverse auction event shall be considered by BRPL.
11. BRPL shall provide the user id and password to the authorized representative of the bidder. Authorization letter in lieu of the same shall be submitted along with the signed and stamped acceptance form.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event for arriving at contract amount

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

APPENDIX - VIII**LITIGATION HISTORY**

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

APPENDIX - IX**CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS**

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

APPENDIX - X**FINANCIAL DATA**

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 19-20	FY 18-19	FY 17-18	FY 16-17	FY 15-16
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

APPENDIX XI**CHECK LIST**

Sl No	Description	Compliance
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO
4	BILL OF MATERIAL (UNPRICED)	YES/NO
5	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO
6	TECHNICAL BID	YES/NO
7	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
8	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO
9	EMD IN PRESCRIBED FORMAT	YES/NO
10	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD	YES/NO
11	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
12	FINANCIAL DATA IN TABULAR FORMAT	YES/NO
13	LIST OF CURRENT COMMITMENTS/ WORK IN PROGRESS	YES/NO
14	NO LITIGATION CERTIFICATE	YES/NO