

**Tender Notification for
GREEN BUILDING CERTIFICATION - DTC BUILDINGS.**

BR/ENQ/24-25/FK/CR/AL/2439 Dt. 05.09.2024

**Due Date for Submission: 11.09.2024 (3:00 PM)
Due Date for Opening: 11.09.2024 (3:15 PM)**

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number:

U74899DL2001PLC111527

Telephone Number: 011-49207235

Website: www.bsedelhi.com

SECTION-I REQUEST FOR QUOTATION

BRPL invites sealed tenders in single envelope for civil works for implementation of
“GREEN BUILDING CERTIFICATION - DTC BUILDINGS.”

1.0 The sealed envelopes shall be duly super scribed as —
“Bid for “GREEN BUILDING CERTIFICATION - DTC BUILDINGS.”

**“ENQUIRY NO. BR/ENQ/24-25/FK/CR/AL/2439 Dt. 05.09.2024
DUE ON DT. 11.09.2024”.**

2.0 Offers will be received upto 11.09.2024, 3:00 PM. at the address given below and
shall be opened on 11.09.2024, 3:15 PM.

**Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi – 110019**

SECTION-II GENERAL INSTRUCTIONS TO BIDDERS :

1.0) GENERAL INSTRUCTIONS:

1. Issue of Enquiry is not deemed as qualified for the job. BRPL’s assessment of the bidders capability to execute the job and decision of BRPL to qualify the bidder shall be final.
2. Bids shall be prepared and submitted in accordance with these instructions.
3. Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs. Bids shall remain valid & open for acceptance for a period of 60 days from the date of opening of the Bid.
4. 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.
5. The Company 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 Company, the data in support of RFQ requirement is incomplete.
6. The Bidder shall examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the

Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

7. Company reserves the right to award the work to one or more bidders.
8. The decision to place order/LOI is the sole prerogative of the company.
9. In case any vendor is found unsatisfactory post award of contract, the award will be cancelled and BRPL reserves the right to award other vendors who are found capable.
10. No sub-contracting is allowed.
11. The Company reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

2.0) FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-II in this tender document. Training/details shall be provided to bidders before participation in auction.

Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

In case RA is not conducted/ concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

3.0) Award Decision

- a) Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.
- b) The Company 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.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit.

4.0) 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.

SECTION-III TERMS AND CONDITIONS

1.0) DEFINITIONS:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- 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 bidder / 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 are 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 specifications 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.

2.0) SCOPE OF WORK:

GREEN BUILDING CERTIFICATION - DTC BUILDINGS.

- Building design optimization – Detailed building analysis – Energy analysis
- Lighting analysis of the project – Indoor & Outdoor
- Thermal comfort and cooling/air conditioning system optimization
- Building materials
- Building Water consumption reduction
- Landscape design
- Waste management
- Facilitation and Green Building Certification (IGBC or SVAGRIHA)

The detailed BOQ is given in Section-IV of this tender document.

The scope of work to be carried out by you shall be as per detailed Discussions held with you for 7 Nos. EHV Substations buildings as follows:

The scope of work listed here is for Consultancy Services for following Grid Substation Projects of BRPL:

1. Switching Substation at DTC, Ambedkar nagar
2. Switching Substation at DTC, Kalkaji
3. Switching Substation at DTC, Sukhdev Vihar
4. Switching Substation at DTC, Srinivaspuri
5. Switching Substation at DTC, Peeragarhi
6. Switching Substation at DTC, Nangloi.
7. Switching Substation at DTC, Kushak Nalla

3.0) TERMS OF PAYMENT:

Payments shall be made on submission of Performa Invoice duly certified by Engineer-in-charge as detailed below :

3.1) For consultancy Services

3.1.1) 25% payment of consultancy services as an advance will be paid while signing the agreement.

3.1.2) 25% of consultancy services will be paid within a week of conclusion of draft report for precertification.

3.1.3) Balance payment (50%) after receiving concern Green Building Certification.

3.2) For Facilitation and Certification services

3.2.1) Certification / Registration fee will be paid after the registration to the authorized authority for the Green Building Certification subject to the submission of proper documents and payment receipts.

Amount already paid in advance shall be adjusted in the running bills submitted by vendor.

Income tax will be deducted from your bills as tax deducted at source (TDS)

· The consultant shall submit GST No. & PAN No.

4.0) TAXES & DUTIES:

Prices are inclusive of all taxes and duties except GST leviable by State or Central Government or local bodies including any duties which may be levied by the Govt. during currency of this order. IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

However GST as applicable shall be paid extra on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws.

Any statutory variations i.e. increase/decrease in Taxes / Duties introduces by central Govt. / State Govt. of shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

4.1) As Per Notification No. 39/2021 - Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.

4.2) In view of above, if the same is not complied with by the supplier/contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

4.3) For releasing of the payment kept on hold on account of GST supplier shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time proof of payment of GST as mentioned above is not submitted.

4.4) further, the recipient/purchaser shall also be entitled to recover any financial loss incurred (including tax, interest and penalty) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier.

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

5.0) TENDER RATES & PRICES ALL INCLUSIVE:

- 5.1) The prices/rates quoted for each item/work in the BOQ shall be inclusive of all direct and indirect costs, insurances, statutory charges, statutory fees, royalties, taxes on quarried items, duties, only GST shall be shown separately. i.e incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Company.
- 5.2) The rates quoted for each item/work in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer In Charge including any extension (s) of time that may have been granted to the contractor under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Company.
- 5.3) The Contractor shall at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent's etc. to perform its obligation under this Contract and shall indemnify the Company in all related matters.

6.0) 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.

7.0) 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.

8.0) 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".

9.0) 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 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.

10.0) TIME & COMPLETION PERIOD:

Time is the essence of this Project and the Project shall be completed within 6 Months from the date of issue of Letter of Intent or Work Order whichever is earlier, including mobilization period and monsoon.

The time schedule for carrying out this work and period for mobilization shall be as under:

10.1 The Consultant's team should be mobilized at site for commencement of work immediately on receipt of the work order.

10.2 The entire work under this order as indicated in the scope of work shall be carried out and completed within time period.

10.3 The completion of the work shall have to be certified by Engineer Incharge at site.

10.4 In order to maintain the time schedule, if necessary the Consultant shall carry out the work on all Sunday & Holiday except National Holiday with prior written permission from Engineer-in-Charge.

11.0) LIQUIDATED DAMAGES:

In the event of the Contractor's failure to complete the work or any part thereof within the Contract Period including the interim milestone dates, the Contractor shall be liable to pay the Company liquidated damages calculated at the rate of 1 (one) % of the contract value per week of delay or part thereof subject to a maximum of 10 (ten) % of the contract value, for the period between the Date for Contractual Completion and the Date of Actual Completion as certified by the EIC.

The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in its possession, which are due or which may become due to the Contractor. The levy payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works on time or from any other part of his obligation and liabilities under the Contract. Once the maximum is reached the Company reserves the right for termination of contract without any liabilities to the Company.

In the event of an extension of time being granted by the EIC, in writing for the Completion of the works, this clause shall be applicable after the expiry of such an extended period.

12.0) 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 without any financial increment in the contract price to the Company.

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

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 Contractor during the executions of this 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.

14.0) SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:

14.1) 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).

14.2) 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.

14.3) 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.

14.4) The Contractor's Project Manager shall obtain the written approval and instructions from the EIC prior to commencement of any work at site. The PM shall give written advance intimation for approval of all activities including deployment of resources, procurement of materials, concrete pours etc. to EIC.

15.0) AWARD / SUBLETTING OF CONTRACT:

The Company reserves the right to reduce/ award consolidated order or separate orders for one or more parts against above work.

The Contractor will not be permitted to sublet his job in whole or Part.

16.0) SITE LOCATION:

The Contractor must see the site of the work, surrounding locality, local traffic rules, site approaches etc. carefully. No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be provided, improved and maintained by him at his own cost.

17.0) SAFETY REGULATIONS:

- 17.1) 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.
- 17.2) The Contractor shall indemnify the Company from any consequence arising due to contractor's failure in respect to safety compliance.
- 17.3) 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.
- 17.4) 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.
- 17.5) 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.
- 17.6) 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.
- 17.7) 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.

18.0) 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.

19.0) 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.

20.0) 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.

21.0) WORK COMPLETION CERTIFICATION:

The work carried out by the Consultant under this order has to be certified as being satisfactorily completed by the Engineer Incharge at work site. In case of modification/ rectification /correction to be carried out, Consultant shall carry out the said modifications/ corrections. The Consultant shall remain in close contact with Engineer Incharge at site to report the general findings of the field work during the initial as well as later stages of the work at site.

22.0) MEASUREMENT OF WORK:

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

23.0) 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 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 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 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.

24.0) GENERAL CONDITIONS:

- 24.1) No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work resulting in contractors' labour or equipments being rendered idle due to any cause at any time.
- 24.2) The LOI followed by Work Order shall supersede all other correspondence and conditions of contract if furnished earlier in the event of any ambiguity.
- 24.3) 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.
- 24.4)** 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.

24.5) 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.

25) TERMINATION OF CONTRACT:

If in case the Contractor;

- a) becomes bankrupt or insolvent, has a receiving order issued against it compounds with its creditors, or if the Contractor is a corporation a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) a receiver is appointed over any part of its undertaking or assets or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) Assigns or transfers the Contract or any right or interest therein in violation of the provision of given work to sub-contractor.
- c) In the judgment of the Company, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this Sub-clause

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of Company and includes collusive practice among Tenderers (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.

- d) Has abandoned or repudiated the Contract
- e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Company to proceed.
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.

- g) Refuses or is unable to provide sufficient materials services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Company that the Contractor can attain completion of the Facilities by the time for completion.

The Company may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to rectify the same. If the Contractor fails to rectify or to take steps to rectify the same within fourteen (14) days of its receipt of such notice, then Company may terminate the Contract forthwith by giving a notice of termination to the Contractor.

In case, Contractor fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at contractors' risk and cost, the same shall be recovered from the amount payable to the Contractor.

In case the Contractor fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule or if the work is not found to be satisfactory, the Company reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case, the Company shall have the right to forfeit the entire / part amount of EMD / Security Deposit.

26) Termination by Employer for Convenience

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

27.0) SETTLEMENT OF DISPUTES/ ARBITRATION:

27.1) To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. 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 shall be undertaken by sole arbitrator jointly appointed by the parties. In case failure by the parties in appointing the sole arbitrator, the same shall be appointment under the provisions of Arbitration and Conciliation Act 1996 and the award of the said sole arbitrator shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of Delhi only. The language of Arbitration shall be English.

27.2) QUANTITIES IN THE BOQ:

Company reserves the right of deletion of any item in full or in part or to reduce, increase or to modify the Scope of Work. The rates quoted by the Contractor shall remain firm even if there are any variations in the quantities mentioned in the Bill of Quantities, or due to any idling of resources due to non availability of fronts, details, etc.

28.0) VARIATIONS AND EXTRA ITEMS

- 28.1) 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.
- 28.2) 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.
- 28.3) 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.
- 28.4) 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.
- 28.5) 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.
- 28.6) 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.
- 28.7) 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.

- 28.8) 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.
- 28.9) 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.
- 28.10) 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.
- 28.11) 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.

29.0) 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 work shall be instructed in writing by the Engineer in Charge and formal amendment to the work order.

30.0) FORCE MAJEURE:

If either Party is unable to carry out his obligations under this Contract due to an Act of God, war, riot, blockade, strike (i.e. national/ state or city), lockout, flood or earthquake or Government orders/ restrictions not within the control of the parties hereto which results in an inability, in spite of due diligence of either party in performing its obligation in time, this Contract shall remain effective, but the obligation which the affected party is unable to carry out shall be suspended for a period equal to the duration of the relevant circumstances provided that :

- a) The non-performing party shall give the other Party prior written notice describing particulars of the inability including but not limited to the nature of occurrence with its expected duration and the steps which the non-forming parties is taking to fulfil its obligation.

- b) Upon receipt of such notice the other party shall discuss the matter with the non-performing party with a view to helping the non-performing party to fulfil its obligations. This clause does not envisage financial assistance.
- c) If in any event the Force Majeure situation continues for a period of three weeks both the parties shall meet again and discuss whether the Contract can be amended to overcome the Force Majeure situation so the Project can proceed further.

Notwithstanding anything contained to the contrary it is clarified that economic hardship, non-availability of material, labour and transport shall not constitute Force Majeure. The overall responsibilities and obligations of the parties shall not be excused by reasons of Force Majeure situation.

Notwithstanding the above if the Force Majeure continues for a period of three months or more in that event without prejudice to the rights of the parties, the Company shall have the right thereafter to terminate this contract.

31.0) 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:

- 31.1) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract.
- 31.2) any act or omission of contractor or its employees or agents.
- 31.3) 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 or any other third party at site including adjoining neighbors.
- 31.4) Contractor shall at all times indemnify Company against all liabilities to other persons, including employees or agents of Company or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.

32.00) RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-change 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.

33.00) SECRECY CLAUSE:

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

33.2) 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 and approved purpose.

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

36.4 The provisions of this Clause shall remain effective for a period of five (5) years from the expiry or termination of this Work Order.

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

34.00 NOTICE:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

35.00 VENDOR CODE OF CONDUCT

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

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

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

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

36.00 ACCEPTANCE:

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

Annexure – II

TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BRPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

Reverse auction shall be governed by following terms and conditions:

1. BRPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed authorization letter in lieu of the same shall be submitted along with the bid).
2. BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of BRPL.
6. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder (Part-B) as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by BRPL.
7. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
8. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site.
9. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
10. No requests for time extension of the auction event shall be considered by BRPL.

11. The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BRPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a Part –B of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.
12. In case RA is not conducted/ concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

SECTION-IV
“PRICE FORMAT”

Estimated Cost – Item Rate
Completion Period: -6 Months

Name of work:- Green building certification - DTC Buildings					
S.No.	Description of Item	Unit	Qty	Rate	Amount
1	Consultancy services for the following works 1.1) Building design optimization – Detailed building analysis – Energy analysis. 1.2) Lighting analysis of the project – Indoor & Outdoor. 1.3) Thermal comfort and cooling/air conditioning system optimization. 1.4) Building materials. 1.5) Building Water consumption reduction. 1.6) Landscape Design. 1.7) Waste management	EA	7		
2	Facilitation and Green Building certification	EA	7		
Total Amount				(P)	
Add GST @ 18%			(P x 18% = Q)		
Total Amount i/c GST				(P+Q=R)	