

Tender Notification for

**“RATE FINALIZATION FOR ROAD RESTORATION WORKS FOR CABLE
LAYING AND CABLE FAULTS IN BRPL.”**

NIT NO. CMC/BR/23-24/RB/CR/AL/1169 DT: 11.11.2023

Due Date for Submission: 01.12.2023, 15:00 HRS

Due Date for Opening: 01.12.2023, 15:30 HRS

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number:

U74899DL2001PLC111527

Telephone Number: 011-49207235

Website: www.bsedelhi.com

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1.00 Event Information

BRPL invites sealed tenders in 2 envelopes for **“ROAD RESTORATION WORK FOR CABLE LAYING AND CABLE FAULTS IN BRPL. FY 2024-25”**

The bidder must qualify the requirements as specified in clause 2.0 stated below.

The sealed envelopes shall be duly super scribed as —

“ROAD RESTORATION WORK FOR CABLE LAYING AND CABLE FAULTS IN BRPL. FY 2024-25”

“NIT NO. CMC/BR/23-24/RB/CR/AL/1169 DT: 11.11.2023 DUE ON DT. 01.12.2023”.

Estimated cost of work	: Rs 4.41 Cr. i/c GST
Earnest money Deposit	: Rs 2.64 Lac
Cost of Tender form (Non- Refundable)	: Rs. 1180/-
Duration of the Work	: 1 year extendable upto another 1 year (from date of issuance of LOI/order whichever is earlier)
Tender documents on sale	: 11.11.2023 (working days)
Date & time of Submission of Tender	: 01.12.2023 till 15:00 HRS
Date & time of opening of Tender	: 01.12.2023 at 15:30 HRS

- 1.02** The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender papers will be issued on all working days up to **01.12.2023, 01:00 PM**. The tender documents & detail terms and conditions can also be downloaded from the website **“www.bsesdelhi.com-Tenders-BSES Rajdhani Power Ltd.-Open Tenders”**.

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

- 1.03** Offers will be received up to **01.12.2023, 03:00 PM**. at the address given below. **TECHNO-COMMERCIAL BID** (Part A) of the bid shall be opened on **01.12.2023, 3.30 PM**. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date:

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

1.04 BSES Rajdhani Power Ltd 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/ work orders. Tender will be summarily rejected if:

- (i) Earnest Money Deposit (EMD) and Tender Fee of requisite amount is not deposited as per tender conditions.
- (ii) Tender is received after due date and time.

(2) 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.

(2.1) Technical Qualifying Criteria:

Bidder must have executed the works of like nature and shall have extensive experience of carrying out similar types of work as specified in the attached BOQ. They should have successfully completed in preceding five years:-

Three similar completed works of executed value not less than amount equal to Rs. 53 Lakhs (i/c GST) each

Or

Two similar completed works of executed value not less than amount equal to Rs. 79 Lakhs (i/c GST) each

Or

One similar completed work of executed value not less than amount equal to Rs. 106 Lakhs (i/c GST) each

The bidder shall submit Performance/Completion Certificate supporting the above requirement. Copy of contract also to be submitted in case of work order issued by organization other than BSES.

(2.2) COMMERCIAL CRITERIA

(2.2.1) The bidder should have average annual turnover of Rs. 1 Crores in the last three financial years i.e. FY 2020-21 & FY 2021-22 & FY 22-23. Bidder to provide UDIN based CA certificate / balance sheet as proof of the same. In case the audited balance sheet is not available with the bidder

for FY22-23, the bidder shall submit the audited balance sheet for FY 21-22 or turnover certificate by the auditor of firm for FY22-23.

(2.2.2) Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lakhs from any nationalized/ scheduled commercial bank. It should not be older than 01.04.2023.

(2.2.3) Bidder should have valid Registration No. of GST.

(2.2.4) Bidder should have PAN No. & should fulfill all statutory compliances like PF, ESI registration etc.

(2.2.5) Entities that have been debarred/ blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents.

(2.2.6) The bidder should submit an undertaking certified by their auditor for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

(2.2.7) The bidder should give an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

Please note that BRPL will verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL.

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

Please Note:

- i) Firms who are debarred/ blacklisted in other utilities /BSES in India will not be considered.
- ii) Company reserves the right to carry out technical capability/ infrastructure assessment of the bidders by facility/office inspection or by any other means and company's decision shall be final in this regard.
- iii) No joint ventures/ consortiums are allowed

Also, the Bidder shall furnish the following financial documents along with the tender:

- ✓ Last Financial Years (FY 19-20 ,FY 20-21, FY 21-22 & FY 22-23) audited financial statement
- ✓ Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period up to 31.03.2023, herein collectively called as “Statutory dues” and there is no liability over the bidder relating to deposition of such statutory dues.
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India
- ✓ Work order copies along with performance certificates in support of relevant experience

BSES reserves the right to disqualify any bidder in spite of the bidders meeting the above Qualifying requirements. The decision of BRPL shall be final & binding on the bidder.

3.0 Bidding and Award Process

Bidders are requested to submit their offer strictly in line with this tender document. **NO DEVIATION IS ACCEPTABLE.** BRPL shall respond to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

3.01 BID SUBMISSION

The bidders are required to submit the bids in 2(two) parts in original to the following address:-

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

- PART A** :: **TECHNO-COMMERCIAL BID** comprising of following
- EMD of requisite amount
 - Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website
 - Documentary evidence in support of qualifying criteria

- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.
- Acceptance to Special Conditions of Contract.
- Duly filled, signed & stamped Bid Form(Format given in Annexure-II)

The technical bid shall also contain this tender Document with all pages signed & stamped with bidder's seal as an acceptance to the terms & conditions mentioned in this tender document.

PART B :: **FINANCIAL BID** comprising of

- Price strictly in the Format enclosed in **SECTION IV**

3.02 TIME SCHEDULE

The bidders should complete the following within the dates specified as under:

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	<ul style="list-style-type: none"> ▪ All Queries related to RFQ 	20.11.2023 2.00 PM
2	PART A Technical and Commercial Bid	<ul style="list-style-type: none"> ▪ EMD of requisite amount ▪ Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website. ▪ Documentary evidence in support of qualifying criteria ▪ Technical Literature/ list of makes etc ▪ Any other relevant document ▪ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc. 	01.12.2023, 3.30 PM
3	PART B Financial Bid	<ul style="list-style-type: none"> ▪ Price strictly in the Format enclosed(Section IV) 	01.12.2023

S. No.	Steps	Comprising of	Due date
		indicating Break up regarding basic price, taxes & duties etc.	

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no., DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**”. The same shall be submitted before the due date & time specified.

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **01.12.2023 up to 14.00 Hrs.** After techno-commercial evaluation, the qualified tenders will be informed immediately.

PART B: Financial bid will be opened after techno-commercial evaluation and only of the qualified bidders.

PART C: 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.

4.0 Award Decision

4.01 Company intends to award the business on a lowest bid basis, so contractors 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.

4.02 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.

4.03 In case any contractor is found unsatisfactory during the execution process, the award

will be cancelled and BRPL reserves the right to award work to other contractor(s) who are found fit.

4.04 The Company intends to award Rate Contract for the work. The Validity of the Rate Contract shall be 1 year extendable upto another 1 year from the date of issuance of LOI or Contract whichever is earlier.

5.0 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 can be restricted 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 published in Request for Quotation/NIT.
- Misrepresentation of facts.

6.0 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 bidders are required to return these documents to BRPL upon request.

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

7.0 Contact Information

Technical / Commercial clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address:

	Technical	Commercial
Contact Person	Head (Civil) BRPL Copy to :Head (C&M)	Head (C&M)
Address	1 st Floor, B-Block, BSES Rajdhani Power Ltd. BSES Bhawan, Nehru Place, New Delhi-110019.	C&M Deptt. 1 st Floor, C- Block, BSES Rajdhani Power Ltd. BSES Bhawan, Nehru Place, New Delhi-110019

SECTION – II: INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 BSES Rajdhani power Ltd, hereinafter referred to as “The Company” are desirous for **ROAD RESTORATION WORK FOR CABLE LAYING AND CABLE FAULTS IN BRPL. FY 2024-25**. The Company has floated this tender for **ROAD RESTORATION WORK FOR CABLE LAYING AND CABLE FAULTS IN BRPL. FY 2024-25** as notified in this tender document.

2.0 SCOPE OF WORK :

Detailed specifications/ scope of work along with BOQ for work is mentioned in **SECTION-IV**

3.0 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 Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the work.

3.03 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).

4.0 COST OF BIDDING

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

B. 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:

- (a) Request for Quotation (RFQ) - Section - I
- (b) Instructions to Bidders (ITB) - Section - II
- (c) Commercial Terms & Conditions - Section -III
- (d) GFC Drawing - Section IV
- (e) Bill of Quantity/Price Format - Section V

5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required for 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 Company 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 or by issuing corrigendum to the NIT at the website of the company.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and the bidder shall hereby agree to have received and taken into consideration of the amendments in their submitted bids hence the same shall 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 Company 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 Company, 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).
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 BID FORM

9.01 The Bidder shall submit “Original” Bid Form and the appropriate Price Schedules and

technical specifications enclosed with the Bidding Documents.

9.02 EMD

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

- (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favor of BSES Rajdhani Power Limited valid for 6(six) months from original due date of bid submission.
- (b) Fixed Deposit (lien marked in favor of BSES RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.

9.02.1 Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

Name of Beneficiary	:	BSES RAJDHANI POWER LIMITED
A.c No.	:	40214783615
Branch Address	:	Industrial Finance Branch, 14-15 Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi.
Type of A/c		Cash Credit
IFSC Code	:	SBIN0009601

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

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

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

9.02.4 The EMD may be forfeited in case of:

- (a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) The successful Bidder does not
 - (i) Accept the Purchase Order/Work Order, or
 - (ii) Furnish the required CPBG as per tender terms
- (c) The bidder is found to have submitted false or forged, any of the documents/ certificates/ information.

10.0 BID PRICES

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

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 will be treated as non-responsive and rejected.**

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

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

12.02 Notwithstanding Clause 12.01 above, the Company 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 and sent by Fax/post/courier/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 regarding the rejection of Bids in the terms and conditions, 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", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority 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 (hard copies) of all the Bid Documents shall be sealed and submitted to the Company 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 super scribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed —“Financial Bid”. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be super scribed with —“Tender Notice No. & due date of opening.”

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid, together with the required copies, must be received by the Company at the address specified not **later than 3:00 P.M. on 01.12.2023.**

16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will there after be subject to the deadline as extended

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture is acceptable. 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 Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01** Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02** 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, Company 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 Company and/or the Company 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 Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Work completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) 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 Company 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 COMPANY

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

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

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

26.0 AWARD OF CONTRACT

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

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the Order.

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 within 7 days of issue of the letter of intent /Notification of Award by Company.

29.0 CORRUPT OR FRAUDULENT PRACTICES

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

(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, or soliciting 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 Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

29.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III: TERMS AND CONDITIONS

1. DEFINITION

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

1.1. **Company:** The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Corporate Identification Number:U74899DL2001PLC111527, Telephone Number : +91 11 3009 9999, Fax Number : +91 11 2641 9833 , Website : www.bsedelhi.com_ and shall included its authorized representatives, agents, successors and assigns.

1.2 **Contractor:** The terms "Contractor" shall mean Contractor shall mean successful vendor to whom the contract will be awarded and shall include its authorized representatives, agents, successors and assigns.

1.3 **Rate:** The Invoice of the Contractor shall be processed as per the actual work done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Engineer In-charge rates as mentioned in this CONTRACT.

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

1.4 **CONTRACT Specification:** The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in BOQ of the Fault ID/ schemes allotted vide individual Frame work orders and all such particulars mentioned directly/referred to or implied as such in the CONTRACT.

1.5 **Site:** The terms "Site" shall mean the working in BRPL.

1.6 **Engineer In-Charge:** - The terms "Engineer In-Charge" shall mean the Company's nominated representative i.e. respective DGM (Civil) for the purpose of carrying out the work.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites which comes under licensed area under the CONTRACT and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

3. LANGUAGE AND MEASUREMENT:

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

4. SCOPE OF WORK:

The Scope of the work shall include Road Restoration work for 1.1 KV up to 66 KV Cable Fault and O&M and Scheme works with removal of excess malba which also includes the supply of required material. The detailed specification for the work shall be as mentioned below:

The Contractor shall make their own arrangement for all the materials, water and electricity.

The specific letter (work allotment letter) shall be issued by concern Engineer-in-Charge by clearly mentioning the cable fault ID /Shut down ID (which is being generated by OMS) or individual scheme no. for which the Road Restoration to be carried out at site by the contractor.

The Work Intimation to the contractor shall be sent in the format duly authorized by Engineer-in-Charge

The work to be carried out under the qualified supervision and the supervisor must be available at site while the work is at progress.

The work is to be carried out as per the instruction of Engineer In-charge who has signed the specific intimation letter.

The measurement record of the work carried out is to be maintained which shall be available at site for our inspection.

The work area should be properly barricaded by the Contractor.

MS sheet barricading : Contractor shall have to arrange and provide the MS sheet barricading of height 2.5 m alongwith caution boards during the execution of RR work as safety measures and to prevent air pollution as per new guidelines of "Dig and restore policy" for which no extra payment shall be made by the deptt. However, an item of deduction for not providing the MS barricading should be included in the BOQ for deduction purpose in case where MS sheet barricading is not feasible as per site condition.

All required labour, tool and tackles, material; consumables are included in your scope of work.

Contractors shall be responsible for transportation, loading and unloading within cost.

At all times fully and properly perform all functions required to be performed for above scope of work.

Contractor shall deploy adequate number of skilled and efficient workmen, supervisors and engineers so as to ensure that the various jobs are completed in time, and in any case, as and when directed by the Company.

The Contractor shall be responsible for transportation of his machine, materials, employees etc. from one location to another.

The Contractor at its own cost, provide all safety appliances, including but not limited to, safety belts, safety shoes, Safety Gloves, Helmet, Goggles and rain gears to its personnel.

Carry out fully and completely any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.

The contractor is liable for safety for the existing services of BRPL, MCD, DJB, water Line, sewer line, Optical fiber cable or any other utility services. In case of any damage to any of the services, the contractor has to replace/ Repair the same and the entire cost of damage has to be born by the contractor.

NOC from Road Owning Agency (ROA) : RR vendor shall have to coordinate, Liasoning and obtain the NOC from ROA for satisfactory completion of road restoration work before releasing payment to the RR vendor against the each completed scheme for which RR work has been completed by him. No extra payment shall be paid to the RR vendor for obtaining the NOC from ROA. However, deptt will fulfill the all requisite formalities and facilitate to the vendor for obtaining the NOC from ROA.

• **CONDITIONS FOR EXECUTION OF RR WORK:**

1. Road Restoration work is to be done as per procedure details in latest MCD Circular No. PSC/D1110/2003 dt. 20/01/03 issued by Commissioner MCD under "Dig and Restore" during scheme. Any penalty as per the provision of "Dig and Restore Policy 2003" during restoration work raised by any Govt. /Civil bodies due to the lapses towards non installation of caution-cum information boards, non barricading of trenches/ excavated portion, non removable surplus earth/ malba/ material etc. shall be borne by the contractor.

2. Contractor will be accountable for acceptance of MCD for our restoration.

3. Contractor shall have to take photograph of site before and after execution of the Road Restoration work.
4. Laboratory testing of material if required shall be got done by Contractor as and when required at his cost.
5. If, any damages cause to the services of the other utility during execution of work then the same shall be rectified / repaired by contractor with his own cost or the cost incurred by the other utility shall be recovered from the bill/ bill of contractor's.
6. Proper joints are required between old road / pavement & new RR work.
7. Adjoining surfaces damaged during digging are also required to be made good by Contractor.
8. Malba / debris are to be removed prior to taking up restoration # this will help in maintaining the proper level & clean edges of restoration surface.
9. Level should be matched with existing road surface.
10. Uniform line / edges should be maintained during restoration.
11. Surface should be dressed to the desired slope so that no water accumulation takes place either on surface or around the restored surface.
12. Excavation, de-watering, Melba removal / disposal required for road restoration work.
13. The scope shall include all measures for quality control, curing, shoring, placement of concrete, proper compaction of backfilling, resurfacing / restoration of the roads and pavements
14. All the equipments, materials, labour required for completion of work is included in the scope of work.
15. Cement shall be of 43/53 Grade only
16. Providing safety measures barricading of trenches and traffic indications.
17. The work may have to be carried out simultaneously at any locations of BRPL.

18. While carrying out the Road restoration work in case of rains and other eventuality, if the trench gets filled with the foreign materials, the contractor will be required to clean the same.

19. Any work which is not as per the specifications then Contractor shall rectify at no extra cost to the company.

20. Liaisoning with MCD including getting road cutting permission, release of BG, co-ordination for extension of road cutting permission, waiver of penalties from MCD, RTO, local police or any other statutory / local bodies .

5. LANGUAGE AND MEASUREMENT:

The Work Order issued to the Contractor by the Company and all correspondence and documents relating to such order shall be written in English language.

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

6. VALUE OF THE CONTRACT:

The total value/ rates for this rate Contract shall be as finalized through this tender.

The unit rates mentioned in all schedules is inclusive of normal barricading and watch & ward during execution and no separate charges shall be paid for the same.

7. 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.

7.1) 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.

7.2) 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.

7.3) 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.

7.4) 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.

7.5) 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.

8. TERMS OF PAYMENT:

Terms of Payment For Cable Fault:

Contractor has to raise one bill for the work executed against monthly OMS report in each division.

1. 100 % payment shall be made after satisfactory execution of the work and after 30 days from the date of receipt of bill at our NHP office. The work to be certified by concern Engineer In-charge by certifying that the work has been completed in full satisfaction of all relevant clauses applicable under the work order. The measurement sheet clearly indicating the fault ID/Shut down ID as per OMS against each work should be submitted along with proper check list.

For all the cases where length of executed work is more than 15 mtr., QC shall be carried out and as such QC certificate shall be required for release of payment.

2. Contractor shall raise correct bills on the Company for the jobs performed under this Order along with all such supporting documents that may be required by the Company. The monthly bill of the completed RR work shall be submitted by the contractor.

The intimation in the standard format for the complete RR work for fault cases shall be submitted by the contractor fortnightly positively i.e. on 1st & 16th of the every month, failing which will reflect on delay in completion of RR work.

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

The contractor shall submit a Bank Guarantee within 7 days of receipt of the contract, from a Scheduled/Nationalized Bank, for 5 % of contract value which shall be valid up to six months beyond the contract period. The said Bank Guarantee shall be returned by the Company to the Contractor after 6 months from the expiry/termination of the Contract.

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

Terms of Payment For Cable Laying:

1. 90% payment on work completion as certified in work completion certificate along with QC certificate and will be released after 30 days of bill submission.

2. Balance 10% payment would be retained for Performance Guarantee, which would be released after 12 months from the date of completion of the work or on submission of equivalent Performance Bank Guarantee valid for 12 months from the date of completion of the work and on receipt of Bank Guarantee from MCD submitted by BRPL wherever applicable.

Bill verification: The bill shall be submitted by the contractor within one month from the date of completion of the work to the designated Engineer In Charge of the company. The bill shall be verified and work completion certificate shall be signed by Engineer-In-Charge

All the Bank guarantees shall be submitted as per our format and from any scheduled Bank.

9. COMPLETION PERIOD

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for erection immediate upon receipt of CONTRACT and commence the construction activity of individual fault ID/ schemes as per instructions of Engineer In-charge. The entire erection work of "Individual fault ID/ scheme" should be completed within stipulated time schedule from the date of intimation regarding availability of road cutting clearance from MCD / PWD. The detailed schedule and

Milestone completion dates would be as mentioned in the individual FO to be issued for individual Fault ID/scheme.

10. 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 Contractors risk and costs

11. WORK COMPLETION CERTIFICATION / HANDING OVER

The work carried out by the Contractor under this CONTRACT has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stage of the work at site.

12. EFFECTIVE DATE AND VALIDITY:

- i. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of one year.
- ii. This order shall become effective for all purposes from date of issuance and continue to remain in force for a period of one year, with provision of further extension by another 1 (One) year with the same terms and conditions subject to satisfactory performance . **The contract performance shall be reviewed after 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.**
- iii. After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract.
- iv. The work shall be carried out as per the instruction of our Engineer In-Charge on as and when and where required as per the site conditions.
- v. You are requested to mobilize your manpower and tools and tackles and furnish a list of equipments to be used for erection immediate upon receipt of CONTRACT and commence the construction activity of individual fault ID/ Scheme as per the instructions of Engineer in Charge.
- vi. The entire erection work of individual Fault ID. Scheme should be completed within the stipulated time schedule given by engineer in charge.

13. PENALTY AND LIQUIDATED DAMAGES

13.1 Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

13.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in individual Fault ID /scheme 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 individual FO, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 2.0% of the FO value for each week or part there of delay until the actual date of completion up to a maximum deduction of 20% of FO value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

In case the contractor has not mobilized / taking up the job as per the direction of Engineer In-charge, the company have all rights to cancel / re-allocate the schemes allotted to the contractor.

User group/Engineer In charge should specifically mention the amount of LD levied on the bill of contractor for this job.

14. LABOUR, POWER AND WATER:

During the tenure of this CONTRACT all tools, tackles, camp facilities shall be arranged by the Contractor at his cost without any liabilities to the Company.

The company shall provide Electricity power free of cost at work site.

15. TRANSPORTATION

All loading/unloading, transportation of materials from stores yard to work-site and return of material from works-site to stores shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in your scope. Adequate weather protection shall be provided by the contractor to keep the materials safe from sun & rain by providing covered storage space as well as using tarpaulins.

16. SAFETY CODE

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the

complete safety of their workmen as well as other workers at site and premises during execution of contract.

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 co-ordinator 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 co-ordinator 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.

17. STATUTORY OBLIGATIONS:

- 17.1 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 Governments, Ministry of Labour. Broadly, the compliance shall be as detailed in **ANNEXURE I** enclosed.
- 17.2 Before issue of Work order it would be mandatory for the Contractor to furnish the Company the permanent PF code no, ESI registration, registration under W.C.T Act.
- 17.3 The bidder, for carrying out any construction work, must get themselves registered with the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt .and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the bidder shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess The Tender shall also comply with all provisions of the said Act applicable to him.

18. INSURANCE:

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

18.1 WORKMAN COMPENSATION:

The Contractor 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 CONTRACT 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.

18.2 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.

19) GUIDELINES FOR WORKING IN COVID19 SITUATION:

Looking to the present Covid19 situation, contractor shall ensure that the work carried out in the field by their staff shall be as per the guidelines issued by BRPL & MHA from time to time.

Further, the contractor shall be required to provide to their staff masks/ sanitizers/ all PPE required for working in Covid19 situation. The contractor shall further ensure to work as per the guidelines of BRPL Engineer in charge.

19. 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.

20. THIRD PARTY INSURANCE

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy at his own cost to insure against any damage or loss or injury which may occur to any 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 contractor's own cost.

21. 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.

22. 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.

22.1 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.

22.2 Measures related to the Tree Pruning, excavation near tree and construction & demolition:

Notwithstanding anything stated in the tender document, work contract or any other communication issued related to the performance of the work order awarded, it is clarified that the vendor and its associate/employees/worker, during the performance of work under this work order(s), shall ensure full compliance of the provisions of all environment laws/rules/directions by any authority including judicial authority/ regulation related to excavation near tree and construction & demolition activity, and shall mandatorily comply the following instructions:

A. Tree Pruning, Planning, Installation and Maintenance of Utility Apparatus in proximity to trees shall be done mandatorily by ensuring the following prescribed measures:

- 1) No excavation work shall be done within two (2) meters of the Tree Trunk.
- 2) Any exposed roots beyond 2 meters of the tree trunk, should be protected with dry sacking and backfilling must be done with a suitable manure mixture and/or the compost material mix as soon as possible on the completion of the works.

- 3) For any excavation to be carried out beyond the **prescribed distance of 2 meters but within 3 meter** from the tree trunk, **manual methods (by use of hand)** or by using trenchless techniques shall be preferred over use of a mechanical excavation.
- 4) No roots shall be cut during the excavation work.
- 5) Not to lean any materials against or chain mechanical plants to the trunk of the trees.
- 6) Avoid any soil contamination from oil, gasoline, paint and paint thinner or other chemicals.
- 7) No concrete or construction or repairing work shall be done at least within two (2) meter radius of the trunk of trees.
- 8) All the electric wires and high tension cables and other apparatus relating to supply of electricity shall permanently be removed from the trees branches.

Records to be maintained by the supervisor to demonstrate adherence to the guidelines for excavation in Proximity to the Trees:

- 1) Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.
- 2) While digging and upon exposure to the roots– take immediate photographs of the same and report the matter to senior officers for further guidance.
If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

Any construction/demolition/excavation related activity performed in furtherance of the performance of work under award, be undertaken only after ensuring the Dust Mitigation Measures prescribed as follows:

- 1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
- 2) Installation of Anti Smog Gun(s) (for >20,000 m² built up area).
- 3) Tarpaulin or green net on scaffolding around the area under-construction and the building.
- 4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
- 5) All vehicles carrying construction material and construction debris should be fully covered and protected.
- 6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
- 7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
- 8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.

- 9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
- 10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m² built up area).
- 11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
- 12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
- 13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- 14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
- 15) Ensure the compliance of all dust control measure.

It is clarified that BRPL has zero tolerance with respect to the non-compliance/breach of environment laws/rules/directions by any authority including judicial authority/ regulation. Accordingly, in case of breach by the vendor/its associate/employee/worker to the laws/rules as detailed above, shall be termed as serious breach to the terms of work order and BRPL shall be free to take all actions against vendor for such breach of contract including the termination of the said contract. Additionally, the vendor shall also be liable to indemnify BRPL/its Directors/Officers/Employees/Associates in full including the payment of all loss/penalties/compensation including environment compensation as imposed by any judicial/quasi-judicial citing/alleging such breach.

The vendor shall also be under a mandate to provide an Undertaking to BRPL, which includes that the excavation, tree pruning, construction and demolition work, if performed by such vendor, the same shall be in strict adherence of all environment laws/rules/directions by any authority including judicial authority/ regulation and all the measures provided in work order/tender under the head/title “**Measures related to the Tree Pruning, excavation near tree and construction & demolition**”

GENERAL CONDITIONS:

- 25.1) 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.
- 25.2) In the event of any ambiguity, the Work Order shall supersede LOI and all other correspondence and conditions of contract if furnished earlier.
- 25.3) 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.
- 25.4) 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.
- 25.5) 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.

23. REPRESENTATION, WARRANTIES AND GUARANTEES:

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized entity under the laws of India;
- ii) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Contract;
- (iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v) It shall procure vehicles and manpower suitable for the purposes of this Contract to render services as contemplated in this Contract;
- vi) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company;
- vii) It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;

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

24. TECHNICAL INFORMATION/DATA:

The COMPANY and the CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The COMPANY and the CONTRACTOR will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information, drawing etc. shall be returned to the COMPANY with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the COMPANY against any loss, cost of damages or claim by any party in respect of such breach.

25. CONFIDENTIAL INFORMATION

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the VENDER shall not publish or otherwise disclose it to others.

The VENDER shall, at all times use their best endeavour to keep confidential all information. Accordingly, the VENDER shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ; is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;is received by either the COMPANY or the VENDER from a third party without restrictions independently developed by either the COMPANY or the VENDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and (ii) the VENDER may provide to their employee any information necessary to carry out the services.

26. ASSIGNMENT:

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party without the prior written consent of the COMPANY. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

27. COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties

under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. 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 its workmen as well as other workers, public, equipment, structures etc. at site.

28.0 FORCE MAJEURE:

28.1 General:

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

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

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. 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.

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

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 Article 14.1

28.2 Specific Events of Force Majeure:

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and

Explosions or fires

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

Declaration of the Site as war zone.

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

28.3 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 :

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

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

Use all reasonable efforts to resume full performance of the obligation as soon as practicable

Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis

Provide prompt notice of the resumption of full performance or obligation to the other party.

28.4 Mitigation of events of force majeure:

The Contractor shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the 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 Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

28.5 Burden of proof:

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. 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.

28.6 Terminations 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 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

29. 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.

30. SETTLEMENT OF DISPUTES/ ARBITRATION:

30.1) 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.

31. SECRECY CLAUSE:

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

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 CONTRACT, 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.

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

32. RISK & COST

If the Contractor fails to execute the work as per specification / as per the direction of Engineers In-charge within the scheduled period and even after the extended period, the contract shall get 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. 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.

34. MATERIAL RECONCILIATION

The contractor shall be solely responsible for any shortage or damage of materials issued to them, while handling and/or in storage and erection at site and cost of the same will be recovered from the contractor as certified by Engineer in Charge. Contractor must submit a periodical material reconciliation statement in the approval format with every RA bills raised by him or end of every month whichever is earlier. The contractor shall maintain an accurate and exhaustive record detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the company.

35. INDEMNIFICATION:

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 the 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.

36. 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.

37. GOVERNING LAWS AND JURISDICTION:

This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

38. NOTICE:

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

BSES Rajdhani Power Ltd.
BSES Bhawan, Nehru Place,
New Delhi-110 019

39. PERFORMANCE:

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.

40. ENTIRE AGREEMENT:

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

41. AMENDMENT:

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

42. 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 misrepresentation of facts in order to influence a procurement process or the execution of a Contract detriment to 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 remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice the 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 and 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.

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.

43. 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.

We request you to please sign the duplicate copy of this order as a token of your acceptance of the terms and conditions set out herein and return the same to us.

SECTION-IV: PRICE FORMAT
“BILL OF QUANTITY/PRICE FORMAT”

Estimated Cost – Item Rate
Completion Period: - 12 Months

Name of Work	BRPL Estimated Cost (in Rs. incl. GST @18%) (A)
RATE FINALIZATION FOR ROAD RESTORATION WORKS FOR CABLE LAYING AND CABLE FAULTS IN BRPL UNDER BRPL FOR FY 2024-25	Rs.4,40,98,960
% DISCOUNT on (A)	
FINAL QUOTED AMOUNT	

NOTE :

1	The BRPL Estimated Cost has been mentioned against the tendered work. The line item wise break-up for the work is attached as Appendix - 1 of this tender document.
2	The bidder shall only quote % discount against the same as given in price format. The % discount offered by the bidders for the tendered work shall be applied on pro-rata basis on each line item (line item wise breakup for the tendered work is attached as Appendix -1).
3	Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and bound on the bidders.
4	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.
5	All material to be arranged by the contractor and all test certificates are to be furnished by the contractor as per BRPL requirement.
6	I / We have read the terms and conditions with specifications, schedule of quantities and other relevant details pertaining to work and agree to abide by them.
7	I / We agree to carry out the above said work for total value (In Figures) (In Words) at the rates specified in schedule of quantities.
	Signature..... Address..... Name &

Issue to M/s: -

<u>RATE FINALIZATION FOR ROAD RESTORATION WORKS FOR CABLE LAYING AND CABLE FAULTS IN BRPL UNDER BRPL FOR FY 2024-25</u>							
S.No	Item of work	Units	Rate "B"	Qty. Laying	Qty. Fault	Total Qty "A"	Amount "A x B"
10	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 250mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 100mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads upto 20' : (Category-1) As per Drg No. RR-01(A).(With Bituminous Layer).	SQM	1,447.00	130.00	650.00	780.00	11,28,660.00
20	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 250mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 100mm, P/Laying M-30 RMC of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads upto 20' : (Category-1) As per Drg No .RR-01(A).(With Bituminous Layer).	SQM	1,936.00	320.00	700.00	1,020.00	19,74,720.00
30	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 250mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 100mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads 20' t 40' (Category-1I)As per Drg No .RR-01(A).(With Bituminous Layer)	SQM	1,447.00	150.00	685.00	835.00	12,08,245.00

40	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 250mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 100mm, P/Laying M-30 RMC of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads 20' t 40' (Category-II)As per Drg No .RR-01(A).(With Bituminous Layer)	SQM	1,936.00	620.00	1,100.00	1,720.00	33,29,920.00
50	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 400mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 250mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads above 40' (Category-III)As per Drg No.RR -01(B).(With Bituminous Layer)	SQM	1,808.00	330.00	320.00	650.00	11,75,200.00
60	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 400mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 250mm, P/Laying M-30 RMC of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads above 40' (Category-III)As per Drg No.RR -01(B).(With Bituminous Layer).	SQM	2,646.00	1,100.00	1,200.00	2,300.00	60,85,800.00
70	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement #] All work upto plinth level#] 1:1.5:3 (1 Cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size).	CUM	5,213.00	36.00	5.40	41.40	2,15,818.20

80	Dry bricks on edges flooring with FPS bricks of class, designation 75 and filling the joints with Jamuna Sand over the bed of mud mortar (standard size of bricks shall be 9"x4.5"x 2.5"i/c cost of excavation & back filling the same in layers not exceeding 20cm in depth with proper watering and consolidation (using mechanical compactor) as per direction of Engineer-in-Charge.	SQM	433.75	20.00	9.83	29.83	12,939.41
90	Dry bricks on edges flooring with FPS bricks of class, designation 75 on the bed of Cement Mortar 1:5(1 Cement : 5 Coarse Sand)10 mm Thick over 100 thick CC 1:5:10 (1Cement : 5 Coarse sand : 10 graded stone agg 40 mm nominal size) properly compacted with mechanical vibrator including the cost of excavation & back filling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of Engineer-in-Charge.	SQM	806.90	3.60	1.90	5.50	4,437.95
100	Dry bricks on edges flooring with FPS bricks of class, designation 75 on the bed of Cement Mortar 1:5(1 Cement : 5 Coarse Sand)10 mm Thick over 100 thick M-10 RMC properly compacted with mechanical vibrator including the cost of excavation & back filling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of Engineer-in-Charge.	SQM	1,217.68	14.40	9.60	24.00	29,224.32
110	Restoration work of the Kota stone footpath by P/L 25mm thick Kota stone over 20mm average thick base mortar 1:5 (1Cement : 5 Coarse sand) jointed with Cement Mortar 1:3 (1Cement : 3 Coase sand) over 100mm thick CC 1:5:10 (1Cement : 5Coarse sand : 10graded stone agg. 40mm nominal size) properly compacted with mechanical vibrator i/c the cost of excavation and backfilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer-in-charge	SQM	1,041.25	13.80	6.90	20.70	21,553.88

120	Restoration work of the Kota stone footpath by P/L 25mm thick Kota stone over 20mm average thick base mortar 1:5 (1Cement : 5 Coarse sand) jointed with Cement Mortar 1:3 (1Cement : 3 Coase sand) over 100mm thick M-10 RMC properly compacted with mechanical vibrator i/c the cost of excavation and backfilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer-in-charge.	SQM	1,417.18	37.20	40.89	78.09	1,10,668.61
130	40mm thick rough chisel dressed red sand stone flooring over 20mm thick base of 1:5 (1 Cement : 5Coarse sand) over under layer of CC 1:5:10 (1Cement : 5 Coarse sand : 10 graded stone agg. 40mm nominal size) 100mm thick properly compacted with mechanical vibrator and pointing with cement mortar 1:3 (1Cement : 3 Coarse Sand) with an admixture of pigment to match the shade of stone with base complete including the cost of excavation and backfilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge.	SQM	954.40	5.80	6.16	11.96	11,410.68
140	40mm thick rough chisel dressed red sand stone flooring over 20mm thick base of 1:5 (1 Cement : 5Coarse sand) over under layer of M-10 RMC 100mm thick properly compacted with mechanical vibrator and pointing with cement mortar 1:3 (1Cement : 3 Coarse Sand) with an admixture of pigment to match the shade of stone with base complete including the cost of excavation and backfilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer-in-charge	SQM	1,324.80	47.20	23.60	70.80	93,795.84

150	Road Restoration work of existing interlocking paver surface by P/L 60mm thick grey color interlocking paver blocks of approved design and manufactured with M-30 grade cement concrete on 50mm Jamuna sand bed over 100mm thick CC 1:5:10(1Cement :5Coarse sand:10 graded stone agg. 40mm nominal size) properly compacted with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 21cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge.	SQM	994.25	470.00	212.00	682.00	6,78,078.50
160	Road Restoration work of existing interlocking paver surface by P/L 60mm thick grey color interlocking paver blocks of approved design and manufactured with M-30 grade cement concrete on 50mm Jamuna sand bed over 100mm thick M-10 RMC properly compacted with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 21cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge.	SQM	1,367.06	1,000.00	1,038.00	2,038.00	27,86,068.28
170	Road Restoration work of footpath with P/F precast CC slab of size 400x400x50mm of mix 1:1.5:3 (1 Cement : 1.5 Coarse Sand : 3 Graded stone agg. 20mm down nominal size) compressed under Hydraulic pressure of 3000psi in required pattern on a bed of 12mm thick (average) Cement Mortar 1:5 (1 Cement : 5 Coarse Sand) having joints not exceedin 10mm thick filled with same mortar and 6mm Cement plaster 1:1 (1Cement:1Coarse sand + marble powder) with zero size chip on the top surface for smooth finish and chamfered edges over 100mm thick CC 1:5:10 (1 Cement : 5 Coarse Sand :10 Graded stone agg. 40mm nominal size) properly with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in- charge.	SQM	1,029.00	14.82	1.90	16.72	17,204.80

180	Road Restoration work of footpath with P/F precast CC slab of size 400x400x50mm of mix 1:1.5:3 (1 Cement : 1.5 Coarse Sand : 3 Graded stone agg. 20mm down nominal size) compressed under Hydraulic pressure of 3000psi in required pattern on a bed of 12mm thick (average) Cement Mortar 1:5 (1 Cement : 5 Coarse Sand) having joints not exceedin 10mm thick filled with same mortar and 6mm Cement plaster 1:1 (1Cement:1Coarse sand + marble powder) with zero size chip on the top surface for smooth finish and chamfered edges over 100mm thick M-10 RMC properly with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in- charge.	SQM	1,370.99	31.20	7.84	39.04	53,523.45
190	Chequered precast cement concrete tiles 22 mm thick in footpath & courtyard jointed with neat cement slurry mixed with pigment to match the shade of tiles including rubbing and cleaning etc. complete on 20 mm thick bed of cement mortar 1:4 (1 cement :4 coarse sand) over 100mm thick CC 1:5:10(1Cement :5Coarse sand:10 graded stone agg. 40mm nominal size) properly compacted with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer-in-charge.	SQM	780.85	27.00	5.87	32.87	25,669.98
200	Chequered precast cement concrete tiles 22 mm thick in footpath & courtyard jointed with neat cement slurry mixed with pigment to match the shade of tiles including rubbing and cleaning etc. complete on 20 mm thick bed of cement mortar 1:4 (1 cement :4 coarse sand) over 100mm thick CC M-10 properly compacted with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer-in-charge.	SQM	1,140.04	102.00	23.52	125.52	1,43,097.82

210	Providing and laying 25mm thick bitumen mastic wearing course (as per specifications) with industrial bitumen of grade 85/25 conforming to IS : 702 prepared by using mastic cooker and laid to required level and slope including providing antiskid surface with bitumen precoated fine grained hard stone chipping of approved size at the rate of 0.005 cum per 10 sqm and at approximate spacing of 10 cm centre to centre in both directions, pressed into surface protruding 1mm to 4mm over mastic surface, including cleaning the surface, removal of debris etc. all complete	SQM	838.00	51.00	19.60	70.60	59,162.80
220	Carriage of building rubbish, material, surplus excavation by mechanical transport including loading, unloading ,stacking and deposit at authorized waste process facility.i.e shastri park/ jahagir puri/ mundka lead upto 35.00 km and submission of receipt to the deptt.	CUM	429.00	1,911.50	2,624.75	4,536.25	19,46,051.25
230	Earth work in excavation over areas (exceeding 30 cm in depth 1.6 m in width as well as 10 sqm on plan) including disposal of excavated earth. Lead upto 50 m and lift upto 1.5 m; disposed earth to be levelled and neatly dressed. All kinds of soil.	CUM	118.00	900.00	49.00	949.00	1,11,982.00
240	Taking out the kerb stone and refixing of the same ,setting in position to the defined line,leveland curvature jointedwith cement mortar1:3(1 cement:3 coarse sand) including making joints with or without groove(thicknessof joints except at sharp curve not to be more than 5mm)including preparationof earthen base to fecilitate embedding of kerb stone uptoat least 7.5 cmbelow the adjoining finished road surface compltet as per the direction of engineer(length of finished kerb edging shall be measured at its top surface for payment)	M	47.50	410.00	98.00	508.00	24,130.00
250	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:5:10 (1 Cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	CUM	3,430.00	24.00	4.90	28.90	99,127.00

260	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in : Cement mortar 1:6 (1 cement : 6 coarse sand)	CUM	4,072.00	26.00	7.46	33.46	1,36,249.12
270	Providing and fixing (factory made) precast c.c. kerb stone size 300 * 300 * 15 cm with one side tap;per of 100 mm shadow of mix 1:1.5:3 (1cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm down nominal size) steam moulded and compressed hydraulic presure of 3000 psi in ready size and the like including fixing in c.m 1:2 (1 cement : 2 fine sand) including required centring and shuttering etc. complete as per direction of Engineer-in-charge.	M	437.00	315.00	49.00	364.00	1,59,068.00
280	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete . Cold twisted bars	KG	60.00	650.00	98.00	748.00	44,880.00
290	Centring and shuttering including strutting, propping etc. and removal of form for:removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	SQM	226.00	140.00	14.70	154.70	34,962.20
300	Providing and laying non -pressure NP2 class RCC pipes (Light duty) with collars jointed with stiff mixture of cement mortar in the proporation of 1:2 (1 Cement :2 Fine sand) including testing of joints etc. complete 150 mm dia. R.C.C. pipe	M	227.00	50.00	7.46	57.46	13,043.42
310	Providing and laying non -pressure NP3 class RCC pipes (Light duty) with collars jointed with stiff mixture of cement mortar in the proporation of 1:2 (1 Cement :2 Fine sand) including testing of joints etc. complete 250 mm dia. R.C.C. pipe	M	309.00	50.00	10.80	60.80	18,787.20
320	Providing and laying non -pressure NP3 class RCC pipes (Light duty) with collars jointed with stiff mixture of cement mortar in the proporation of 1:2 (1 Cement :2 Fine sand) including testing of joints etc. complete 300 mm dia. R.C.C. pipe	M	454.00	48.00	10.80	58.80	26,695.20

330	Providing and fixing of precast reinforced cement concrete railing of size 1000x1000x50 mm (thickness) of superior make like K. K. company or equivalent as approved by the Engineer-In-charge and as per enclosed drawig manufactured by using M-30 grade of cement concrete by Vibro Compaction process, usig G.R.P. (Glas Reinforced Plastic) joint less mould to get shuttrig finish and reinforced with one no. of 8 mm dia for steel bar in each member of railing.	SQM	819.00	21.00	2.56	23.56	19,295.64
340	12 mm cement plaster of mix : 1:4 (1 cement : 4 coarse sand).	SQM	119.30	169.00	29.40	198.40	23,669.12
350	15 mm cement plaster on rough side of single or half brick wall of mix :1:4 (1 cement : 4 coarse sand)	SQM	157.00	163.00	29.40	192.40	30,206.80
360	Neat cement punning	SQM	31.00	149.00	49.00	198.00	6,138.00
370	Providing and laying Readymade Cold cut Bitumen wearing coarse thickness 40mm to 50mm including seal coat and compaction of the surface as per requirement and to the satisfaction of MCD and RITES	SQM	383.00	157.00	109.06	266.06	1,01,900.98
380	Providing and applying Tack coat using hot straight run bitumen of grade 80/100 including heating the bitumen spraying the bitumen with mechanically operated spray unit fitted on bnitumen boiler, cleaning and preparing the existing road surface as per specification. On WBM @ 0.76 Kg/sqm.	SQM	32.90	1,900.00	724.00	2,624.00	86,329.60
390	Providing & laying seal coat of premixed stone dust with residual petroluem bitumen of penetration 80/100 (S-90) of approved quality using 128 kg of residual petroleum bitumen per cum of fine aggregate and 60 cum of fine aggregate per 100 sqm. Of road surface i/c rolling & finishing with road roller all complete (The seal coat is to be applied immediately and rolled).	SQM	55.30	700.00	724.00	1,424.00	78,747.20

400	Providing and laying 5cm. Thick dense bituminous concrete surface course using mineral aggregate satisfying the gradation set out in the specification with 6% binder content 80/100 or equivalent (by weight of total mix) with the aid of hot mix plant and paver finisher including rolling with road roller to achieve the required compaction and density.	CUM	7,777.00	50.00	14.70	64.70	5,03,171.90
410	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 200mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 100mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm etc required for completion of RR Work : Roads upto 20' (Category-1) As per Drg No .RR-01(C).(With out Bituminous Layer)	SQM	1,033.15	112.00	210.00	322.00	3,32,674.30
420	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 200mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 100mm, P/Laying M-30 RMC of thickness 100mm etc required for completion of RR Work : Roads upto 20' (Category-1) As per Drg No .RR-01(C).(With out Bituminous Layer)	SQM	1,420.00	348.00	1,200.00	1,548.00	21,98,160.00
430	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 200mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 100mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm etc required for completion of RR Work : Roads 20' t 40' (Category-II)As per	SQM	1,033.15	230.00	600.00	830.00	8,57,514.50

	Drg No .RR-01(C).(With out Bituminous Layer)						
440	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 200mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 100mm, P/Laying M-30 RMC of thickness 100mm etc required for completion of RR Work : Roads 20' t 40' (Category-II)As per Drg No .RR-01(C).(With out Bituminous Layer)	SQM	1,420.00	720.00	840.00	1,560.00	22,15,200.00
450	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 350mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 250mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm etc required for completion of RR Work : Roads above 40' (Category-III)As per Drg No.RR -01(D).(With out Bituminous Layer).	SQM	1,351.10	370.00	236.00	606.00	8,18,766.60
460	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 350mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 250mm, P/Laying M-30 RMC of thickness 100mm etc required for completion of RR Work : Roads above 40' (Category-III)As per Drg No.RR -01(D).(With out Bituminous Layer)	SQM	2,130.00	940.00	944.00	1,884.00	40,12,920.00

470	<p>Providing and laying in position ready mixed plain cement concrete in road /taxi track/runways,with cement content as per approved design mix,using coarse sand and graded stone aggregate upto 40 mm nominal size in appropriate proportions as per approved & specific design criteria and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads,having continuous agitated mixer,manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying, spreading ,compacting mechanically by using needle and surface vibrator, levelling to required slope /camber and curing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate / retard setting of concrete , improve workability without impairing strength and durability as per direction of the Engineer -in - charge: All works upto plinth level : M-10 grade plain cement concrete (cement content considered @220 kg/cum</p>	CUM	6,444.65	55.65	22.00	77.65	5,00,449.52
480	<p>Providing and fixing 18 mm thick gang saw cut mirror polished premoulded and prepolished, machine cut for footpath and similar work of required size of approved shade,colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement: 4 coarse sand) with joints treated with white cement,mixed with matching pigment,epoxy touch ups,including rubbing, curing ,moulding and polishing to edges to give high gloss finish etc. complete at all levels : Granite of any colour and shade -Area of slab over 0.5 sqm</p>	SQM	2,184.40	32.50	4.90	37.40	81,696.56

490	<p>Providing and laying in position ready mixed plain cement concrete in road /taxi track/runways,with cement content as per approved design mix,using coarse sand and graded stone aggregate upto 40 mm nominal size in appropriate proportions as per approved & specific design criteria and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads,having continuous agitated mixer,manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying, spreading ,compacting mechanically by using needle and surface vibrator, levelling to required slope /camber and curing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate / retard setting of concrete , improve workability without impairing strength and durability as per direction of the Engineer -in - charge: All works upto plinth level : M-30 grade plain cement concrete (cement content considered @340 kg/cum .</p>	CUM	7,103.80	40.00	45.00	85.00	6,03,823.00
500	<p>50 mm thick fine dressed and rubbed stone flooring over 20 mm (average) thick base of CM 1:5 (1cement : 5 coarse sand) ove underlayer of M-10 GRADE (cement content @220 kg/cum) 100mm thick properly compacted with mechanical vibrator,including pointing with cement mortat 1:2(1 cement :2 stone dust) with an admixture of pigment to match the shade of stone with base complete including the cost of excavation & backfilling the same in layers not exceeding 20 cm in depth complete with proper watering & consolidation using mechanical compactor as per direction of Engg-in-charge (Cost for M-10 shall be paid seperately) : Red sand stone polished 50mm thick.</p>	SQM	1,241.60	41.00	9.00	50.00	62,080.00

510	<p>Providing and laying bituminous macadam using crushed stone aggregates of specified grading premixed with bituminous binder, transported to site by tippers, laid over a previously prepared surface with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specificatons and directions of Engineer-in-Charge. 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 3.50% (percentage by weight of total mix) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.</p>	CUM	5,536.75	190.00	29.10	219.10	12,13,101.93
520	<p>Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specificatons and directions of Engineer-in-Charge. 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.</p>	CUM	6,984.00	68.00	50.36	118.36	8,26,626.24
530	<p>Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge. With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30.</p>	CUM	2,027.00	76.00	67.40	143.40	2,90,671.80

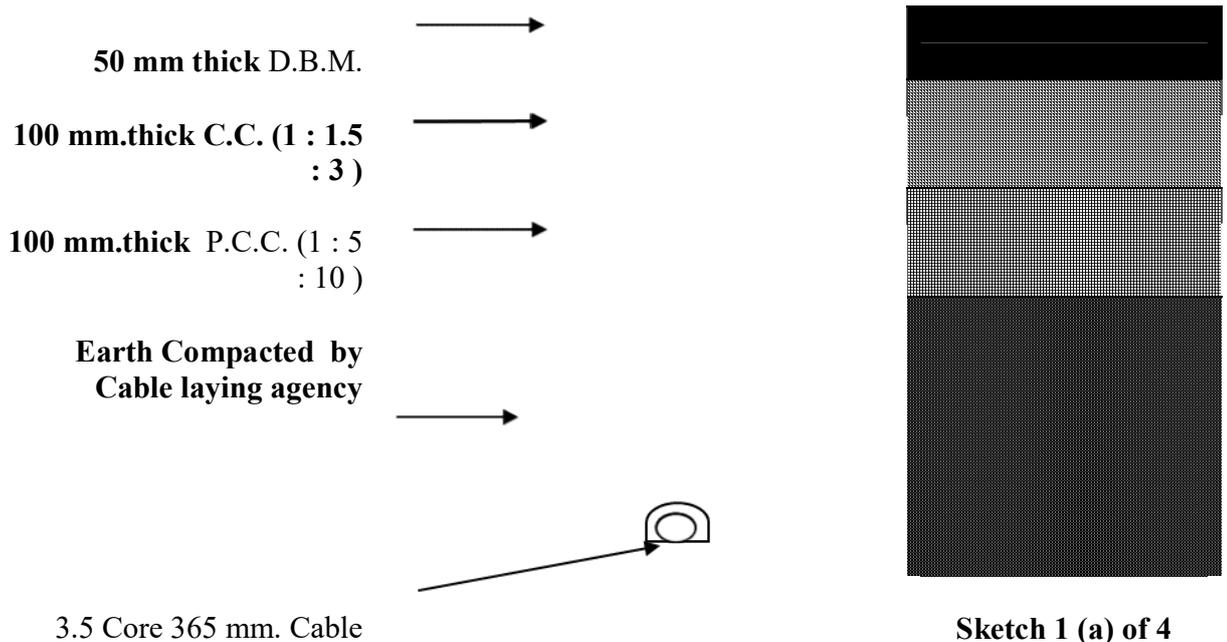
540	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.	CUM	2,068.00	70.00	72.40	142.40	2,94,483.20
550	Random rubble masonry with hard stone in superstructure above plinth level and upto floor five level, including leveling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) at window sills, ceiling level and the like. Cement mortar 1:6 (1 cement : 6 coarse sand)	CUM	4,272.00	10.00		10.00	42,720.00
560	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing : 1:1½:3 (1 cement : 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	CUM	6,415.64	5.00		5.00	32,078.20
570	Supplying and filling in plinth with Jamuna sand under floors including, watering, ramming consolidating and dressing complete.	CUM	898.50	300.00	100.00	400.00	3,59,400.00
Total Amount							3,73,71,999.99
Add GST @ 18%							67,26,960.00
Total Amount i/c GST							4,40,98,959.99

ANNEXURE - A
FOR ROAD WIDTH UPTO 20' WIDE ROADS

Sketch 1 (a) of 4

RR-01-A

For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.



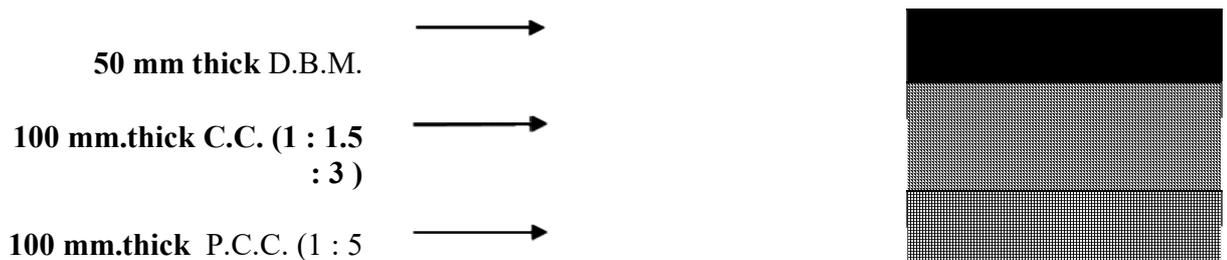
As recommended by M/s. RITES LTD.

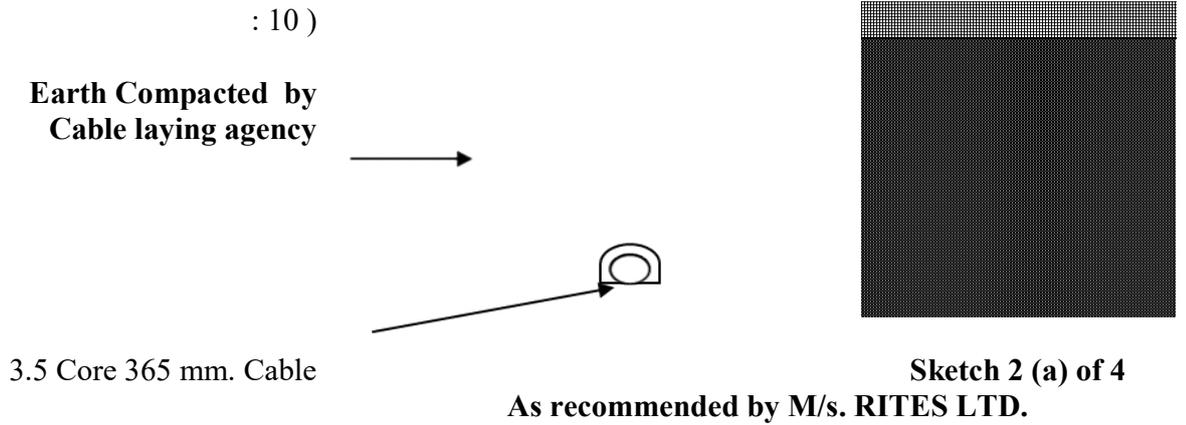
FOR ROAD WIDTH FROM 20' TO 40' WIDE ROADS

Sketch 2 (a) of 4

RR-01-A

For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.

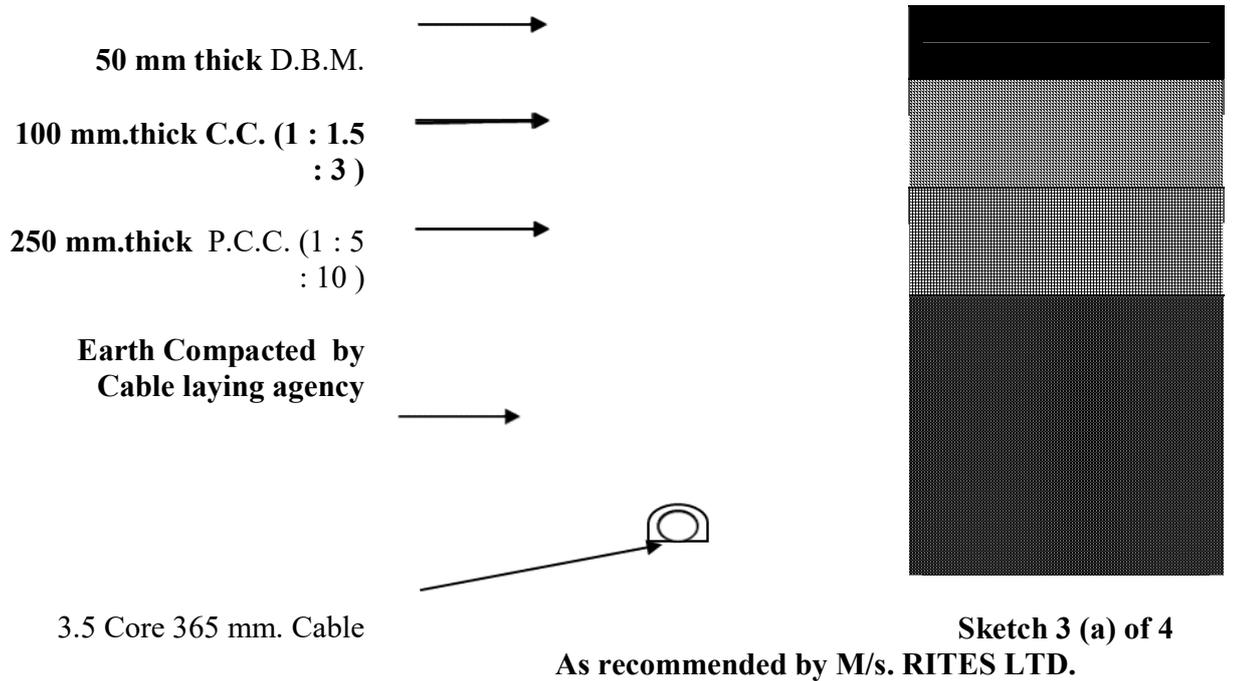




FOR ROAD WIDTH ABOVE 40' WIDE ROADS

Sketch 3 (a) of 4
RR-01-B

For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.



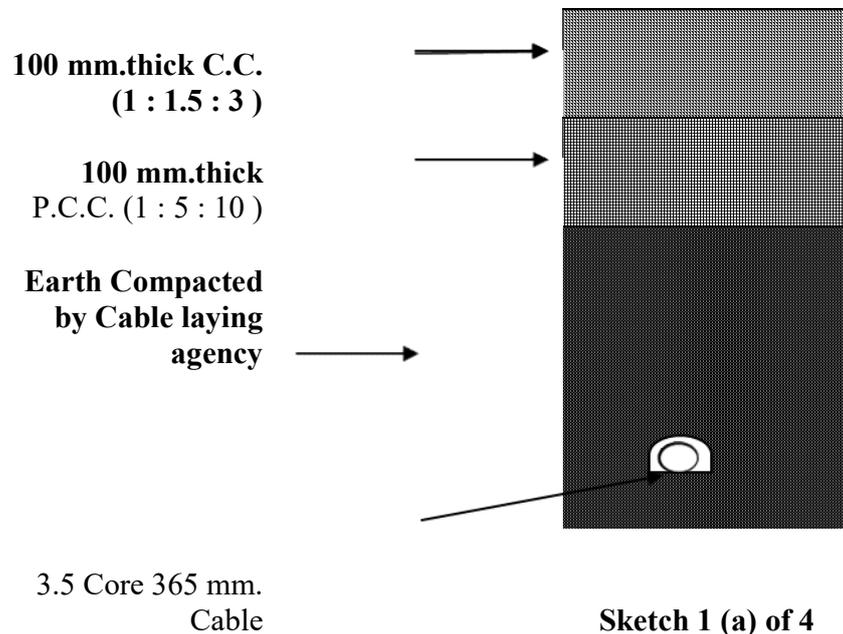
ANNEXURE - B

FOR ROAD WIDTH UPTO 20' WIDE ROADS

Sketch 1 (a) of 4

RR-01-C

For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.



**Sketch 1 (a) of 4
As recommended by M/s. RITES LTD.**

FOR ROAD WIDTH FROM 20' TO 40' WIDE ROADS

Sketch 2 (a) of 4

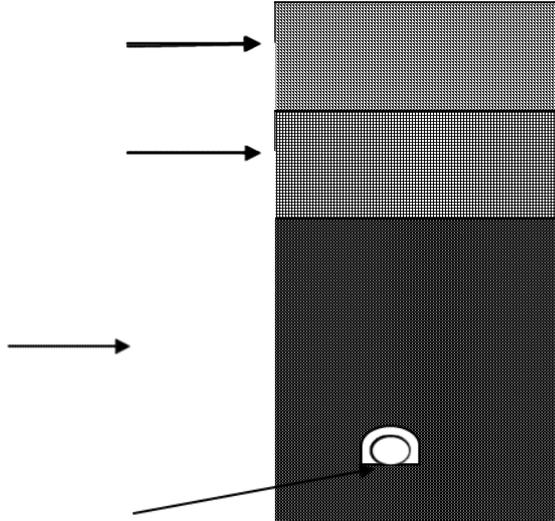
RR-01-C

For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.

100 mm.thick C.C.
(1 : 1.5 : 3)

100 mm.thick
P.C.C. (1 : 5 : 10)

Earth Compacted
by Cable laying
agency



3.5 Core 365 mm.
Cable

Sketch 2 (a) of 4
As recommended by M/s. RITES LTD.

FOR ROAD WIDTH ABOVE 40' WIDE ROADS

Sketch 3 (a) of 4

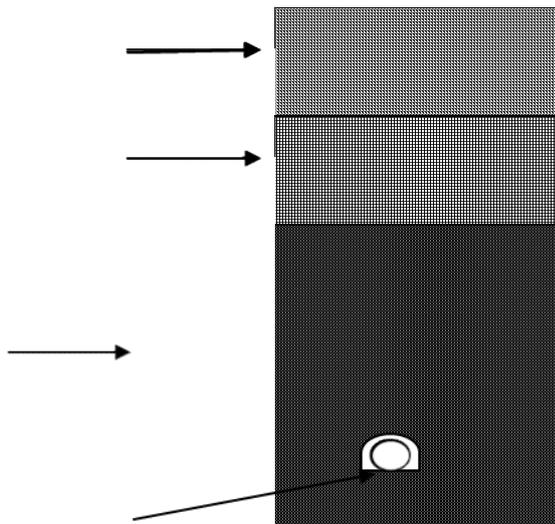
RR-01-D

For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.

100 mm.thick C.C.
(1 : 1.5 : 3)

250 mm.thick
P.C.C. (1 : 5 : 10)

Earth Compacted
by Cable laying
agency



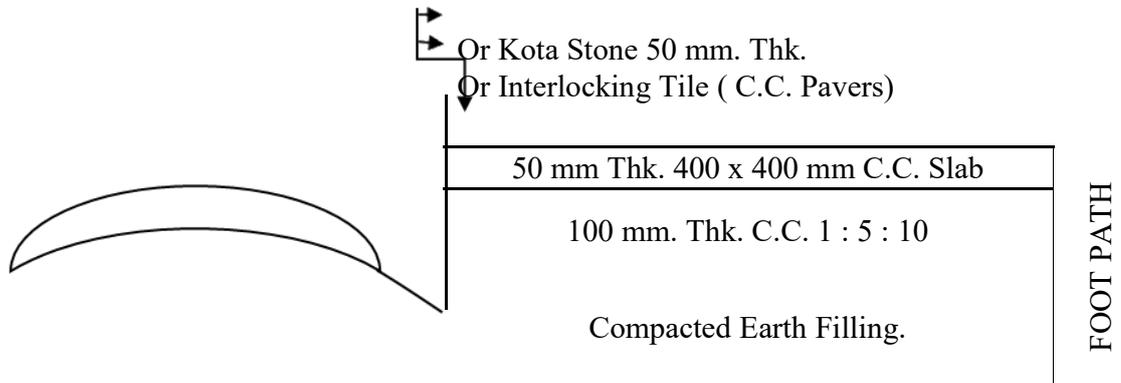
3.5 Core 365 mm.
Cable

Sketch 3 (a) of 4
As recommended by M/s. RITES LTD.

ANNEXURE - A

Sketch 4 of 4

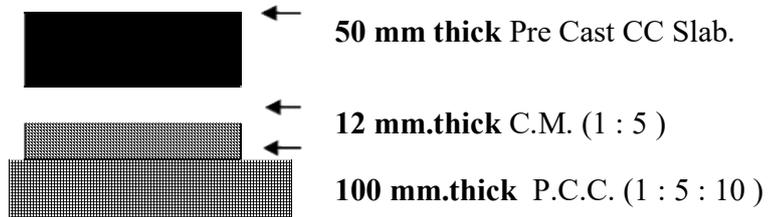
To be Executed as per site condition. To prepare Sq. m. rate by taking item rate from Annexure " C " and approval by G.M. (O&M).

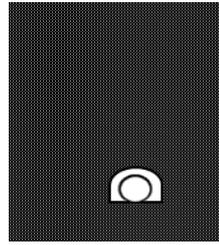


Details of Foot Path Along roads under PWD & MCD.

ANNEXURE - 1 to 7

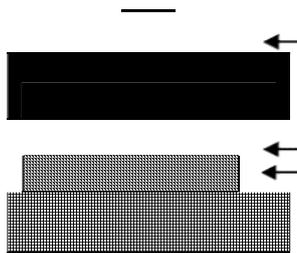
1 Road Restoration Work after laying of cable in Pre Cast CC Slab.





← **Earth Compacted by Cable laying agency**

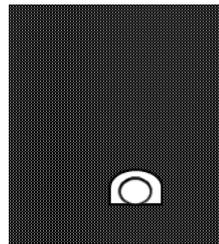
2 Road Restoration Work after laying of cable in Kota / Rajasthan stone Road



← **50 mm thick Kota Stone**

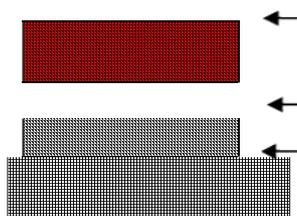
← **20 mm.thick C.M. (1 : 5)**

← **100 mm.thick P.C.C. (1 : 5 : 10)**



← **Earth Compacted by Cable laying agency**

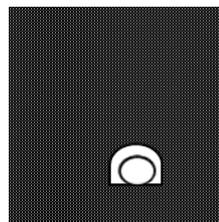
3 Road Restoration Work after laying of cable in Brick Road



← **Brick Work.**

← **10 mm.thick C.M. (1 : 5)**

← **100 mm.thick P.C.C. (1 : 5 : 10)**



← **Earth Compacted by Cable laying agency**

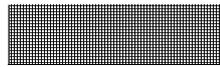
4 Road Restoration Work after laying of cable in Interlocking Paving Tiles



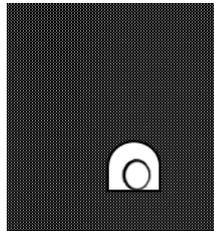
← Inter locking Tiles



← 50 mm.thick Sand



← 100 mm.thick P.C.C. (1 : 5 : 10)



← Earth Compacted by Cable laying agency

5 Road Restoration Work after laying of cable in Agra stone .



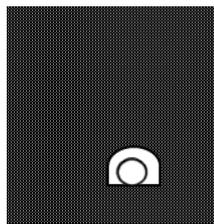
← 40 mm thick Kota Stone



← 20 mm.thick C.M. (1 : 5)



← 100 mm.thick P.C.C. (1 : 5 : 10)



← Earth Compacted by Cable laying agency

6 Road Restoration Work after laying of cable in Chequerred Tiles .



← 22 mm thick Chequerred Tiles

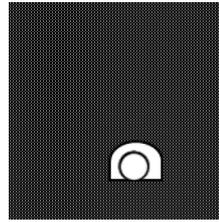


← 20 mm.thick C.M. (1 : 4)



← 100 mm.thick P.C.C. (1 : 5 : 10)

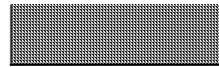
7 Road Restoration Work after laying of cable in Asphaltic Road .



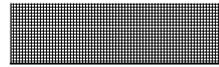
← **Earth Compacted by Cable laying agency**



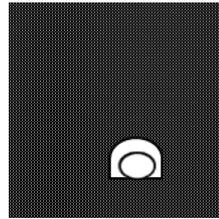
← **25 mm thick Asphaltic Top Layer**



← **100 mm.thick .C.C. (1 : 1.5 : 3)**



← **100 mm.thick P.C.C. (1 : 5 : 10)**



← **Earth Compacted by Cable laying agency**

ANNEXURE-I

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) GST Registration Number.
- g) Labour License under Contract Labour Act (R & A) Act 1970 (All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- 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 and should be disbursed through ECS mode to all workers.
- 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)
- i) Group personnel accident insurance of sum assured of Rs 10.00 Lac with table C cover to be submitted before commencing of work.

ANNEXURE- II

BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
I Floor, "C" Block, BSES Bhawan
Nehru Place, New Delhi-110019
Sir,

1. We understand that BRPL is desirous of carrying out in its licensed distribution network area in Delhi
2. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent
3. .If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
4. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest, or any bid you may receive.

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

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

Signature..... In the capacity of
.....duly authorized to sign for
and on behalf of(IN BLOCK

CAPITALS).....

ANNEXURE-III

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*] (herein after called the “Bidder“) has submitted its bid dated[*date of submission of bid*] for the supply of [*name and/or description of the goods*] (here after called the “Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] at [*Branch Name and address*],having our registered office at[*address of the registered office of the bank*](herein after called the “Bank“),are bound unto BSES 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 Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2023_____.

THE CONDITIONS of this obligation are:

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

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

(a) Fails or refuses to execute the Contract Form, if required; or

(b) Fails or refuses to furnish the performance security, In accordance with the

Instructions to Bidders/ Terms and Conditions;

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

This guarantee will remain valid for 6(six) months after last date of receipt of tenders, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

ANNEXURE – IV

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- Commercially 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 bidder.
- 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 as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by 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/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 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 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 reason, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

ANNEXURE-V

**UNDERTAKING FROM THE _____ (VENDOR- UNDERTAKING THE
EXCAVATION WORK)**

I _____, Proprietor of M/s _____, having R/o. at _____

Has been awarded a work order no. _____, dated _____, from BSES Rajdhani Power Limited (BRPL), to carry out digging/excavation work on the stretch of road detailed in the work order.

Details of the Road cutting permission are RCP no. _____ dated _____ valid from _____ to _____ on the stretch of road detailed in the work order.

I have read the Guidelines on Excavation (as enclosed) and understood the same in sense and sprit. I assure that I shall abide with the said guidelines along with the all other provision associated with laws relating to laying of cables under the said work order.

I do herby undertake that I shall be fully responsible for any violation of any kind and shall be liable for any cost consequences, penalty, liability, damages if imposed by any authority court citing/disputing the performance of the task.

I further undertake to indemnify BRPL its officers, directors, employees and associates from any cost consequences, penalty, liability, damages if imposed by any authority court citing/disputing the performance of the task.

I do herby agree and confirm that forming a part of work order/agreement and breach of this undertaking shall be termed as breach of the terms of the said work order/agreement.

I have read and understood the terms of this undertaking and submitting this undertaking out of my own accord and without any coercion.

Deponent

ANNEXURE-VI
Communication Details

Bidder should furnish the below details for future communication:-

<u>GENERAL INFORMATION</u>	
NAME OF COMPANY	
POSTAL ADDRESS	

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

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

ANNEXURE-VII

Annexure-1(Changes In Construction Materials)

S.No	Items		Item Description	Specification/Item code	Details of Specifications		
					Existing	Proposed	
A.	Cement	1	OPC-33 grade	33 grade	Ultratech Cement Shree cement	Value of civil works less than 10 Lakhs	Value of civil works more than 10 Lakhs
		2	OPC-43 grade	43 grade	Ultratech Cement Shree cement	(PPC/OPC-43 grade) Ambuja / Ultratech / Shree cement JSK.	(OPC-43 grade) Ambuja / Ultratech
		3	OPC- 53 grade	53 grade	Ultratech Cement Shree cement	(PPC/OPC-53 grade) Ambuja, Ultratech, Shree cement JSK.	(OPC-53 grade) Ambuja, Ultratech
B.	Reinforcement steel	4	Cold twisted bar	HSN Code 7214	Rathi Kamdhenu	Rathi, Kamdhenu	TATA, SAIL, Jindal
C.	Tiles Work	5	Ceramic wall tiles	HSN CODE 69072100	Kajaria Somani	Kajaria- Vego Light, Somani	
		6	Ceramic floor tiles	HSN CODE 69072100	Kajaria Somani	Kajaria- Vego Dark, Somani	
		7	Vitrified floor tiles	HSN CODE 6206	Kajaria Somani	Kajaria, Somani	
D.	Marble/Grainite	8	Raj nagar plain white marble	HSN Code 7282	Raj nagar plain white marble		
		9	Udaipur green marble	HSN Code 7282	Udaipur green	-	
		10	Zebra black marble	HSN Code 7282	Zebra black	-	
		11	Granite	Code 7282	-	-	
		12	Kota Stone	HSN Code 7282	Kota Stone	Z-Black , Tan Brown	Kota Stone
E.	Door & Window	13	Plywood	HSN CODE 4412	Greenply Century	Greenply, Marino, Century	
		14	Flush door shutters	4418	Greenply Century	Greenply, Marino, Century	
		15	Hinges	HSN 8302	Godrej Hattich	-	
		16	Tower bolt	HSN 8302	Godrej Hattich	-	
		17	Handle (SS)	HSN 8302	Godrej Hattich	Godrej, Hettich, Dorset	
		18	M.S. sliding door bolts	HSN 8302	Godrej Hattich	-	
		19	Floor door stoper	HSN 8302	Godrej Hattich	-	
		20	Hydraulic door closer	HSN 8302	Doorset Hardwyn	Dorset, Ozone, Dorma	
		21	Mortice latch & lock	HSN 8302	Doorset Godrej	Dorset, Godrej	
		22	Laminates	HSN 48239019	Century Merrino	Century, Greenlam, Merrino	
		23	Veneer	HSN 44081120	Century Merrino	Century, Greenlam, Merrino	
		24	Glass	HSN 70049019	Modiguard Lata Continantal	Modiguard, Saint Gobain	
		25	Blinds	HSN Code 3925	Mac	Mac or equivalent	
		26	Floor spring	HSN 8302	Ozone HARDWIN	Dorset, Ozone, Dorma	
27	Door closer	HSN 8302	Ozone HARDWIN	-			
F.	Aluminium Work	28	Aluminium sections	HSN 7606	Jindal Hindalco	Jindal, Hindalco	
		29	Angle	HSN 7308	RANA Kamdhenu	RANA, Kamdhenu	
		30	J Section	HSN 7308	RANA Kamdhenu	RANA, Kamdhenu	TATA, SAIL, Jindal

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G.	Structural Steel	31	channel	HSN 7308	RANA Kamdhenu	RANA, Kamdhenu	TATA, SAIL, Jindal
		32	Tube	HSN 7308	RANA Kamdhenu	TATA, Jindal, Apollo	
		33	IRC jali Mesh	HSN 7308	RANA Kamdhenu		
		34	Flat	HSN 7308	RANA Kamdhenu		
		35	MS sheet	HSN 7308	RANA Kamdhenu	RANA, Kamdhenu	TATA, Jindal
H.	Paints & Putty	36	Oil bound washable distemper/ Cement primer/ Ready mixed acrylic distemper/ Water proofing cement paint	L102/0615	Asian Berger	Asian, Berger, Nerolac	
		37	Red oxide Zinc chromate/ pink or grey primer	Dulux - Aquatech	Asian Berger	Asian, Berger	
		38	Plastic emulsion/ Synthetic enamel/ aluminium paint	Asian- Royal, Dulux velvet touch	Asian Berger	Asian, Nerolac	
		39	Anti corrosive bitumastic paint	IS 9077(2001)	Shalimar Berger	Shalimar, Asian	
		40	POP		JK	JK, Sakarni, Birla	
		41	Wall putty		Birla	JK wall putty	JK wall putty, Birla putty
		42	Exterior Acrylic	HS Code 3214 (APEX)	JK wall putty Birla putty		Asian, Nerolac
		43	White Cement	HS Code 2523	ACC Birla Ultra Tech		JK, Birla
I.	Sanitary and water supplying works	44	GI Pipes	HSN 7306	Jindal TATA	Jindal, TATA	
		45	GI Fittings	HSN 7306	Uniq, ZOLOTO-M, DRP-M	Uniq, ZOLOTO-M, DRP-M	
		46	CPVC pipes for water supply	HSN 3917	Ashirwad, Astral	Ashirwad, Supreme, Astral	
		47	Rain water pipes & PVC fittings (SWR)	HSN 3917	Supreme, Finolex	Supreme, Finolex, Prakash	
		48	PVC pipes and fittings for sanitation works (SWR)	HSN 3917	Supreme, Finolex	Supreme, Finolex, Prakash	
		49	Upvc pipes	HSN 3917	Supreme, Finolex	Supreme, Finolex, Prakash	
		50	PVC pipes for bore well	HSN 3917	Supreme, Finolex		
		51	UPVC doors & Windows	HSN 3917	Fenesta Aluplast	Fenesta, Aluplast	
		52	Stainless steel sink	HSN 9403	Neelkanth Nirali	Neelkanth, Nirali	
		53	Indian type WC	Orissa pattern-CO117	Hindware Parryware	Hindware, Parryware	
		54	Wall mounted European type WC	Cascade NXT- CO208	Hindware Parryware	Hindware, Parryware	
		55	Floor mounted European type WC	Cascade NXT- CO217	Hindware Parryware	Hindware, Parryware	
		56	Urinal	Cascade Classic - CO583	Hindware Parryware	Hindware, Parryware	
		57	Wash basin	Cascade Classic - CO476	Hindware Parryware	Hindware, Parryware	
		58	MH/ Water tank plastic steps		KGM Pranali		
		59	Water storage tanks	CCWS	Sintex Neelkamal	Sintex, Jindal, Ganga	
		60	SFRC Manhole cover & frames	4100416	KK Manholes & Gratings Pragati	KK Manholes & Gratings, Pragati	
		61	RCC pipes	HSN 6810	Ashok Cement pipes Indian hume pipes	Ashok Cement pipes, Indian hume pipes	
		62	15mm CP Brass bib tap	(Jaquar cat no. 039)	Jaquar Hindware	Hindware, Cera	
		63	15mm CP Brass Long body bib tap	(Jaquar cat no 031)	Jaquar Hindware	Hindware, Cera	
64	15mm CP brass angle valve	(Jaquar cat no. 055)	Jaquar Hindware	Hindware, Cera			
65	CP Jali	HSN code 7324	Jaquar Hindware	Hindware, Cera			

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J.	Roofing works	66	Galvanised/percoated iron profile sheet	HSN 4808	IATA JSW	TATA, JSW
		67	Gypsum board	HSN 1301	Gypsum India Saint Gobin	Gypsum India, Saint Gobin
		68	Sections for gypsum ceiling	HSN 1301	Gyp India	Gyp India
		69	False ceiling with armstrong	HSN 1301	hardwyn	Armstrong
Electricals Items (Make / Type / Specifications)						
K.	Electrical items	1	PVC conduits	HSN Code 3917	Polypack Pestoplast	Polypack , Pestoplast
		2	Switches	HSN Code 8536	Havells Anchor	Havells, Anchor
		3	Sockets	HSN Code 8536	Havells Anchor	Havells, Anchor
		4	Wires	HSN Code 8544	Havells Polycab	Havells, Polycab
		5	Wire for sumersible pump & motor	HSN Code 8544	Finolex	Finolex, Polycab
		6	MCB	HSN Code 8536	Havells Anchor	Havells Anchor
		7	MCCB	HSN Code 8536	Havells Anchor	Havells, Anchor
		8	MCCB box	HSN Code 8536	Havells Anchor	Havells, Anchor
		9	Isolators	HSN Code 8536	Havells Anchor	Havells, Anchor
		10	DB	HSN Code 8536	Havells Legrand	Havells, Legrand
		11	Tube Light			Philips, Havells
		12	Ceiling Light (600mmx600mm)			Philips, Bajaj, Havells
		13	Ceiling Light - 150mm Dia			Philips, Bajaj, Havells
		14	Exhaust Fan	HSN Code 8414	Havells Crompton	Havells, Crompton
		15	Ceiling Fan	HSN Code 8414	Havells Crompton	Havells, Crompton

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ANNEXURE-VIII

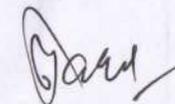
QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS

Work order/Scheme No.											
Name of work :-				Name of in charge :-							
Circle :-				Name of agency :-							
Division :-											
				A) Contractor		B) BRPL Execution Team			Quality		REMARKS
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)		
1	Confirming of building plan as per approved by drawing/Design.	As per approved.									
2	Excavation of foundation trenches/pits properly dressed/rammed. CPWD specification	As per CPWD specification									
3	Providing and laying Lean concrete 1:5:10 concrete. As per CPWD Specification	As per CPWD specification									
4	Providing and laying Lean concrete 1:4:8 concrete.(40mm NOMINAL SIZE) As per CPWD Specification	As per CPWD specification									

Deave

QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS

QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
5	Providing and laying cement concrete specified 1:1.5:3 for footing and column.	As per CPWD specification								
6	Providing and laying cement concrete specified 1:2:4 for footing and column.	As per CPWD specification								
7	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 as per CPWD specification	As per CPWD specification								
8	Brick work with F.P.S bricks of class designation 7.5 in foundation and plinth	As per CPWD specification								
9	Brick work in superstructure above plinth level upto floor V level	As per CPWD specification								
10	Proper form work/ centering & shuttering as per CPWD specification (of wooden ply/ steel) provided for RCC/ CC	As per CPWD specification								

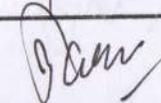


QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS

QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
11	Reinforcement cement concrete work in beams, Suspended floors roofs having slope upto 15 , landing balconies etc. 1:1.5:3 /RMC M20, M30	As per CPWD specification								
12	Proper water proofing treatment to roofs provided, in sequence as specified in item and & no leakage/ seepage in the slab	As per CPWD specification								
13	provided galvanized iron profile sheets roofing of proper as specified in item.	As per CPWD specification								
14	Sanitary and water supplying work brand/Make as per Engineer in-charge	As per CPWD specification								
15	12mm cement plaster in fine sand as per CPWD specified	As per CPWD specification								
16	15mm cement plaster on the rough side or single in half brick wall of mix as per CPWD specification	As per CPWD specification								
17	6mm cement plaster for to ceiling as per CPWD specification	As per CPWD specification								
18	Provided stone grit plaster on exterior walls in layers (under layer 12mm & top layer 15mm) and in proper ratio as specified	As per CPWD specification								

QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS

19	Providing and fixing cupboard shutter 25mm thick , with prelaminated flat pressed three layer particle board	As per CPWD specification																		
20	Providing and fixing cupboard shutter 25mm thick veneered particle board IS : 3097 marked	As per CPWD specification																		
21	Provided Anodized aluminum work of approved quality for door and windows as specified in item and weight of the sections in permissible limit Manufacturer certificate	As per CPWD specification																		
22	Steel doors ,windows and ventilators provided as per specified rolled steel sections	As per CPWD specification																		
23	Flush door shutters provided of ISI mark with stainless steel hinges as per CPWD specification	As per CPWD specification																		
24	IRC welded mesh of appd design and weight in permissible limit as per CPWD specification	As per CPWD specification																		
25	Kota stone used for flooring is hard, sound , dense and homogenous texture, free from cracks & machine cut	As per CPWD specification																		
26	False ceiling of approved make and quality as specified in item provided on proper grid of steel / aluminum for support.	As per CPWD specification																		



QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS

QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
27	Plaster of Paris of approved quality applied in layers of thickness as per CPWD specifications to walls,roofs to achieve an even surface	As per CPWD specification								
28	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	As per CPWD specification								
29	Wall painting with plastic emulsion paint of approved brand and manufacturer to give an even shade as per specification	As per CPWD specification								
30	Distempering of oil bound washable distemper of approved brand and manufacturer to give an even shade	As per CPWD specification								
31	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 SQM over and including priming coat of exterior primer applied @2.20Kg./10 SQM).	As per CPWD specification								

Done

QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS

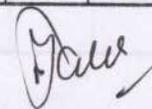
32	Painting with synthetic enamel paint of approved brand and manufacturer of required colour to give an even shade	As per CPWD specification								
33	Trench covers/ precast trench provided are of as per item of schedule/ specifications.	As per CPWD specification								
34	ELECTRICAL WORK: Wiring cables which passed through walls were taken through a protection PVC pipe of suitable size.	As per CPWD specification								
35	Electrical wiring has been done as per nomenclature of item in work order.	As per CPWD specification								
36	Electrical fittings like light points, power points, sockets, switch boards, MCBS etc. used are conforming to relevant BIS CODE.	As per CPWD specification								
37	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order and site requirement								

QC CHECK LIST FOR EHV (6/33KV/111KV), HOUSING/OFFICES MAINTENANCE WORKS

Work order/Scheme No.												
Name of work :-						Name of incharge :-						
Circle :-						Name of Agency :-						
Division :-												
						A) Contractor		B) BRPL Execution Team		Quality		REMARKS
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)			
1	Providing and laying lean concrete 1:5:10 concrete. As per CPWD Specification	As per CPWD specification										
2	Providing and laying lean concrete 1:4:8 concrete. As per CPWD Specification	As per CPWD specification										
3	Providing and laying cement concrete specified 1:2:4 for footing and column. As per CPWD Specification	As per CPWD specification										
4	Brick work with F.P.S bricks of class designation 7.5 in foundation and plinth As per CPWD Specification	As per CPWD specification										

QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS

QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS										
5	Brick work in superstructure above plinth level upto floor V level As per CPWD Specification	As per CPWD specification								
6	Proper water proofing treatment to roofs provided, in sequence as specified in item and & no leakage/ seepage in the slab	As per CPWD specification								
7	providedgalvained iron profile sheets roofing of proper as specified in item.	As per CPWD specification								
8	Sanitary and water supplying works as per CPWD specification	As per CPWD specification								
9	12mm cement plaster in fine sand as per CPWD specification	As per CPWD specification								
10	15mm cement plaster on the rough side or single in half brick wall of mix as per CPWD specification	As per CPWD specification								
11	6mm cement plaster for to ceiling as per CPWD specification	As per CPWD specification								
12	Provided grit plaster on exterior walls in layers (under layer 12mm & top layer 15mm) and in proper ratio as per specified	As per CPWD specification								
13	Providing and fixing cupboard shutter 25mm thick , with prelamined flat pressed three layer particle board as per IS Code 12823 as per CPWD specification	As per CPWD specification								
14	Providing and fixing cupboard shutter 25mm thick veneered particle board IS : 3097 marked as per CPWD specification	As per CPWD specification								

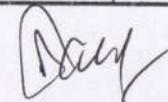


QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS

		QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS								
15	Fixing renewing glass panes with putty as per CPWD specification	As per CPWD specification								
16	Provided Anodized aluminum work of approved quality for door and windows as specified in item and weight of the sections in permissible limit as per CPWD specification	As per CPWD specification								
17	Steel doors ,windows and ventilators provided as per specified rolled steel sections as per CPWD specification	As per CPWD specification								
18	Flush door shutters provided of ISI mark with stainless steel hinges as specified	As per CPWD specification								
19	IRC welded mesh of appd design and weight in permissible limit as per CPWD specification	As per CPWD specification								
20	Kota stone used for flooring is hard, sound , dense and homogenous texture, free from cracks & machine cut	As per CPWD specification								
21	False ceiling of approved make and quality as specified in item provided on proper grid of steel / aluminum for support.	As per CPWD specification								
22	Plaster of Paris of approved quality applied in layers of thickness as per CPWD specifications to walls,roofs to achieve an even surface	As per CPWD specification								
23	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	As per CPWD specification								
24	Wall painting with plastic emulsion paint of approved brand and manufacturer to give an even shade as per specification	As per CPWD specification								

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25	Distemping of oil bound washable distemper of approved brand and manufacturer to give an even shade as per CPWD specification	As per CPWD specification								
26	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 SQM over and including priming coat of exterior primer applied @2.20Kg./10 SQM). As per CPWD specification	As per CPWD specification								
27	Painting with synthetic enamel paint of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD specification								
28	Trench covers/ precast trench provided are of as per item of schedule/ specifications.	As per item of work								
29	ELECTRICAL WORK: Wiring cables which passed through walls were taken through a protectionPVC pipe of suitable size.	As per item of work								
30	ELECTRICAL WORK. Electrical wiring has been done as per nomenclature of item in work order.	As per item of work								
31	ELECTRICAL WORK. Electrical fittings like light points, power points, sockets, switch boards, MCBS etc. used are conforming to relevant BIS CODE.	As per item of work								
32	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order.								



QC CHECK LIST FOR PLINTH MAINTENANCE WORK

Work order/Scheme No.									
Name of work :-		Name of incharge :-							
Circle :-		Name of vendor :-							
Division :-									
		A) Contractor		B) BRP Execution Team			Quality		REMARKS
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)
1	Providing and laying Lean concrete 1:5:10 concrete.	As per CPWD Specification							
2	Providing and laying Lean concrete 1:4:8 concrete.	As per CPWD Specification							
3	Providing and laying cement concrete specified 1:2:4 for footing and column. As per CPWD Specification	As per CPWD Specification							
4	Providing and laying cement concrete specified 1:1.5:3 for footing and column. As per CPWD Specification	As per CPWD Specification							

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QC CHECK LIST FOR PLINTH MAINTENANCE WORK

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5	Brick work with F.P.S bricks of class designation 75 in foundation and plinth As per CPWD Specification	As per CPWD Specification								
6	Proper form work/ centering & shuttering as per CPWD specification (of wooden ply/ steel) provided for RCC/ CC work	As per CPWD Specification								
7	Reinforcement cement concrete work in beams, Suspended floors roofs having slope upto 15 , landing balconies etc. 1:2:4 as per CPWD specification	As per CPWD Specification								
8	12mm cement plaster in fine sand as per CPWD specified	As per CPWD Specification								
9	15mm cement plaster on the rough side or single in half brick wall of mix as per CPWD specification	As per CPWD Specification								
10	IRC welded mesh of appd design and weight in permissible limit as per CPWD specification	As per CPWD Specification								
11	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 SQM over and including priming coat of exterior primer applied @2.20Kg./10 SQM). As per CPWD specification code no. 13.79C	As per CPWD Specification								
12	Painting with synthetic enamel paint	as per CPWD specification								

QC CHECK LIST FOR PLINTH MAINTENANCE WORK

QC CHECK LIST FOR PLINTH MAINTENANCE WORK									
	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification								
13	Trench covers/ precast trench provided are of as per item of schedule/ specifications.	as per CPWD specification							
14	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order.							

15	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	Reference							
16	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD Specification							
17	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD Specification							
18	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD Specification							
19	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD Specification							
20	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD Specification							

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QC CHECK LIST FOR ROAD RESTORATIONWORKS

Work order/Scheme No.										
Name of work :-					Name of incharge :-					
Circle :-					Name of vendor :-					
Division :-										
			A) Contractor		B) BRP Execution Team			Quality		REMARKS
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)	
1	Providing and laying Lean concrete 1:4:8 concrete. As per CPWD Specification.	As per CPWD specification								
2	Providing and laying Lean concrete 1:5:10 concrete. As per CPWD Specification.	As per CPWD specification								
3	Providing and laying cement concrete specified 1:1.5:3 for footing and column.	As per CPWD specification								
4	Providing and laying cement concrete specified 1:2:4 for footing and column.	As per CPWD specification								

QC CHECK LIST FOR ROAD RESTORATIONWORKS

5	Proper compaction done by vibrator to RCC/CC work & no loose concrete/ honey combing seen	As per CPWD specification						
6	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order and site requirement						

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1	Preparation of subgrade	As per CPWD specification						
2	Preparation and laying of subgrade	As per CPWD specification						
3	Preparation and laying of subgrade	As per CPWD specification						
4	Preparation and laying of subgrade	As per CPWD specification						