

## **Tender Notification for**

**ROAD RESTORATION WORKS FOR CABLE LAYING &  
CABLE FAULTS IN BYPL (Yr 2020-21)**

**NIT NO: CMC/BY/19-20/RB/KA/54**

**Due Date for Submission: 26.12.2019 2.30 PM**

**BSES YAMUNA POWER LTD (BYPL)**

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## **SECTION – I: REQUEST FOR QUOTATION**

### **1.00 Event Information**

#### **1.01 BYPL invites sealed tenders in 2 envelopes for Road restoration works for cable laying & cable faults in BYPL (Yr 2020-21)**

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

The sealed envelopes shall be duly super scribed as —

#### **1.02 “BID FOR Road restoration works for cable laying & cable fault in Central and East Circle of BYPL (Yr 2020-21)**

**“NIT NO CMC/BY/19-20/RB/KA/54**

The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favour of BSES Yamuna Power Ltd, payable at Delhi. The tender papers will be issued on all working days upto **24.12.2019, 5.00 PM**. The tender documents & detail terms and conditions can also be downloaded from the website **“www.bsedelhi.com”**.

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 upto 26.12.2019 2.30 PM. at the address given below. Part A of the bid shall be opened on 26.12.2019, 3.00 PM. Part B of the bid will be opened in case of techno-commercially qualified bidders and the date of opening of the same shall be intimated in due course of time. 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 Yamuna Power Ltd  
IIIrd Floor, A Block,  
Shakti Kiran Building,  
Karkardooma  
Delhi**

#### **1.04 BSES Yamuna 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.**

#### **1.05 Tender will be summarily rejected if:**

- (i) Earnest Money Deposit (EMD) of Rs. 8.00 lakhs is not deposited in shape of Bank Draft/Pay Order/FDR/BG drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
- (ii) Tender is received after due date and time.

## 2.0 Qualifying 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.

- a) Bidder must have executed the works of like nature and have extensive experience of carrying out similar types of works in any public utility in Delhi/NCR area involving repair of cable trenches and pits in coordination with electrical agencies and road owning departments during day and night.
- b) Bidder should have valid Registration No. of GST
- c) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- d) Firms who are debarred /blacklisted in other utilities in India will not be considered.
- e) Owner reserves the right to carry out capability assessment of the Bidders and owner's decision shall be final in this regard.
- f) Bidder must be competent to execute the civil works.
- g) Bidder must provide proof of average annual group turnover of Rs. 1.50 Crore during the last three financial years.

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

## 3.0 Bidding and Award Process

Bidders are requested to submit their offer strictly in line with this tender document. **NO DEVIATION IS ACCEPTABLE.** BYPL shall response 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 and submitted in original to the following address:-

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

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 etc. (Annexure –IV)
- Duly signed the Bid form (attached in Annexure-II)

PART B : **FINANCIAL BID** comprising of

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

### 3.02 TIME SCHEDULE

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

S.No.	Steps	Comprising of	Due Date
1	Technical Queries,if any	All Queries related to RFQ	24.12.2019 5.00pm
2	<b>PART A Technical and Commercial Bid</b>  <b>PART B FINANCIAL BID</b>	<ul style="list-style-type: none"> <li>• EMD of requisite amount</li> <li>• Non-refundable demand draft for Rs.1180/- in case the forms are downloaded from the website</li> <li>• Documentary evidence in support of qualifying criteria</li> <li>• Technical literature / list of makes etc.</li> <li>• Any other relevant document</li> <li>• Acceptance to Commercial Terms and conditions viz Delivery schedule / period, Payment terms, BG etc.</li> <li>• Duly signed Bid form.</li> <li>• Price strictly in the Format enclosed (section V) indicating breaking up regarding basic price, taxes &amp; duties etc.</li> </ul>	26.12.2019, 2.30 PM

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:** Techno-commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date 26.12.2019 up to 2.30 PM. After techno-commercial evaluation, the qualified tenderers will be informed immediately.

**PART B:** This envelope will be opened after techno-commercial evaluation and only of the qualified bidders.

**REVERSE AUCTION CLAUSE :** Purchaser reserves the right to use the online reverse auction as optional tool through SAP – SRM as an integral part of the entire tendering process. All the bidders who are techno-commercially qualified on the basis of tender requirements shall participate in reverse 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.

#### **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 split the work and award the Contract to more than one 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 BYPL reserves the right to award other contractors who are found fit.

#### **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 rule or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

#### **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 BYPL. This includes all bidding information submitted.

All RFQ documents remain the property of BYPL and all bidders are required to return these documents to BYPL 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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	<b>VP (Civil) BYPL</b>	<b>Head (C&amp;M)</b>
<b>Address</b>	<b>(A) FOR EAST CIRCLE, Sh. Mahesh Tiwari, Preet Vihar, Delhi-110092</b>	<b>C&amp;M Deptt. IIIrd floor, A-block, Shakti Kiran Building, Karkardooma, Delhi-110032</b>
	<b>(B) FOR CENTRAL CIRCLE, Sh.Surender Kumar, Gandhi Market, Daryaganj, Delhi - 110006</b>	

## **SECTION – II: INSTRUCTION TO BIDDERS**

### **A. GENERAL**

**1.0** BSES Yamuna power Ltd , hereinafter referred to as “The Company” is desirous for carrying out **Road restoration works for cable laying & cable faults in BYPL**. The Company has now floated this tender for the same as notified in this tender document.

### **2.0 SCOPE OF WORK**

The scope includes **Road restoration works for cable laying & cable faults in BYPL** as per design, drawing and specifications finalized by company & as per Dig & Restore policy of Govt. of NCT Delhi.

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

### **3.0 DISCLAIMER**

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be realistic. 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 anyway 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 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) Scope of Work - Section - IV
- (e) 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 by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may 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.

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

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the 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

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to R.s. 8.00 lakhs as already specified in the Section-I. 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 form:

- (a) Demand Draft/Pay Order drawn in favors of BSES Yamuna Power Ltd, payable at Delhi.
- (b) Bank Guarantee/Fixed Deposit Receipts (FDR) from a scheduled bank in favour of BSES Yamuna Power Limited valid for 03 (Three) months after last date of receipt of tenders

Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee.

The EMD may be forfeited in case of:

- a. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form  
Or
- (b) In the case of a successful Bidder, if the Bidder does not
  - (i) Accept the Purchase Order, or
  - (ii) Furnish the required performance security BG.

## 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 tenderer 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 90 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

## **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 no **later than 2.30 P.M. on 26.12.2019**
- 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 and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

**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 with in 7 days of issue of the letter of intent /Notification of Award by Company.

**29.0 CORRUPT OR FRADULENT 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**

#### **1.0) DEFINITIONS:**

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

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

**m. Language and Measurement:**

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

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

**n. Cost:**

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

**1.1) Contractor's obligations:**

Contractor shall at all times provide the Services always in accordance and in full compliance with:

All directions given by BYPL in relation to the Services from time to time; and all applicable laws, rules, regulations, notifications.

All the labour, power, tool and tackles and technical supervision etc. are included in your scope of work. Adequate number of engineers, supervisors, and labours shall be posted at site.

Procure at its own cost all tools, equipments, manpower, materials and consumables required for road restoration work.

Arrange all transport / Lifting facilities at various locations for material, equipments, manpower as well as debris.

Take necessary steps to ensure that the equipments and the installation of MCD/ BYPL and other utility services like water supply pipelines, sewer pipelines, open drains, telephone cables etc. are not damaged during road restoration period. The contractor shall be responsible for all such damages and shall have to repair/ compensate.

Work only after taking prior written permission from the BYPL. The contractor shall ensure compliance all safety precautions before commencing the work.

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

Deploy adequate number of staff /workmen / employees (manpower) fully trained and equipped for the purpose of providing Services.

Pay the taxes or dues payable to the Government or any other local authority in connection with all the work provided for in the contract and all materials brought on the sites and/ or used for the work and shall indemnify BYPL and hold harmless against any liability on account of any such levies , charges & taxes.

In case of rains and other eventuality, if the trench gets filled with the foreign materials, the contractor shall clean the same with no extra cost to BYPL.

In the event of any obstruction at the site, change in scheme due to any reasons, or if the work is suspended temporarily on the instructions of the BYPL, extension of the time may be considered by the BYPL if required on the written request of the contractor. No claim for any compensation of this account will be entertained.

All the Contractors storage will be within the site premises. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall be entered into the register kept for this purpose and shall be in the custody of Contractor, however, Company does not hold any responsibility for any loss or damage caused to Contractors material etc.

The work area should be properly barricaded by the Contractor.

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

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.

## **1.2) BYPL Obligations:**

BYPL will:

Provide the list of the sites where road restoration to be carried out in accordance with the scope of work as defined in the Annexure -I,  
Provide access to Establishment/ site to Contractor in order to enable Contractor to provide Services.

Intimation to the contractor regarding the location / site / details of the electrical cable laying works so as to facilitate the contractor advance planning of his work.

## **2.0) PERFORMANCE BOND:**

- 2.1) The contractor to furnish security Performance Bank Guarantee issued on behalf of Contractor in the prescribed format within fifteen (15) days from the date of issuance of Work Order for due performance of one contract for RR for cable faults. The same shall be released after completion of the job.
- 2.2) The security Performance Bank Guarantee shall be of five percent (5%) of total contract value and shall be valid till completion, plus six (6) months towards claim period.
- 2.3) Performance Bank Guarantee shall be issued from any nationalized bank as per Company format.
- 2.5) The Company shall reserve the right to invoke the performance bond unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

- 2.6) In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

### **3.0) TERMS OF PAYMENT:**

#### **3.1 CABLE LAYING**

"Dig & Restore Policy 2018":

The payment to the contractor will be released only after certificate/NOC for satisfaction completion of road restoration has been issued by the TPQA. (80% payment after work done & clearance from EIC, 10% payment after clearance by TPQA & 10% payment retained as security money & will be released after defect liability period.

Bill verification : The bill shall be submitted by the contractor within a week from the date of completion of the work to the designated Engineer In Charge of the company .The bill will be verified by Engineer In Charge BYPL & his team. Work completion certificate to be signed by Engineer In Charge.

#### **3.2 CABLE FAULT**

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

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

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.

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 labourers.

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 ANNEXURE.

"Engineer In Charge shall inform to Nodal Officer (TPQA) deputed by the management/Govt of NCT Delhi for counter verification of Road Restoration works, at the time of start of every work for quality verification. Nodal officer (TPQA) report is to be attached with certified bills of the agency for payment, if applicable".

The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).

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

- 3.3 BYPL shall make payments of the bills either;
- 3.4 By crossed cheque; or
- 3.5 By electronic transfer directly to Contractor's designated bank account,

#### **4.0) TAXES & DUTIES:**

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

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

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

#### **5.0) TENDER RATES & PRICES ALL INCLUSIVE:**

5.1) 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.

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

5.1. Cost of labour, tools, tackles, supervision & insurance covers including third party liability insurance.

- 5.2. Cost of all auxiliary equipment and all operations for completing the job.
- 5.3. Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
- 5.4. Accommodation of the Contractor's employees.
- 5.5. Rates shall be valid for all depths and locations.
- 5.6. All other expenses incidental to the job.
- 5.7 All the material required.

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

5 (C) within 7 days of receipt of the contract the contractor shall submit a Bank Guarantee, 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.

## **6.0) MATERIALS & WORKMANSHIP:**

### **6.1) Quality Assurance Programme:**

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

### **6.2) Quality of materials and workmanship and tests:**

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

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer-in-Charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabrication or on the site or at such other places or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide at no additional cost to the Company such assistance, instruments, machines, labour and materials as are normally required for

examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the EIC.

6.3) Cost of samples and tests:

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

6.4) Sampling and Testing Concrete on Site

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

6.5) Inspection of operations:

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

6.6) Examination of work before covering up:

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

**7.0) MOBILISATION:**

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

**8.0) DEFECT LIABILITY PERIOD:**

The defects liability period shall be 12 (Twelve) calendar months from the date of the successful completion of the contract as certified by the EIC including any extension (s) of time that may have been granted to the Contractor under the scope of this Contract. In case any defect in the work is observed during the defect liability period, the same shall be rectified by the Contractor at own cost including supply of all materials (as per prevailing rates), labour, equipments and any other appliance in this regards for the fulfillment of all obligations under the Contract and to the satisfaction of the Company.

**8.1) FOLLOWING ARE EXCLUDED FROM GUARANTEE & DEFECT:**

Deterioration of road restoration work due to other than normal wear & tear of elements as mechanical tear or damage, welding, abrasion, fire, explosions collision with objects, exposure to acids/ alkalies / solvents.

**9.0) DAMAGE OF PRIVATE PROPERTIES / LIFE:**

The Contractor shall be solely responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own expenses all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Company is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Company may incur in reference thereto, shall be charged to the Contractor. The Contractor shall reimburse such costs immediately to the Company without any demur or protest.

**10.0) APPROACHES:**

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

**11.0) SITE OFFICE AND SITE FACILITIES:**

The Contractor shall also make his own arrangement for the accommodation/conveyance requirements for its staff. He shall be provided at site the adequate open space for construction of site store for storing the materials, tools, tackles etc. All the contractor's storage will be within the site premises in a manner affording convenient access for identification and inspection at all times. The storage of arrangements shall be subject to IS: 4082. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall

be entered into the register kept for this purpose and shall be in the safe custody of Contractor, however company does not hold any responsibility for any loss or damage caused to Contractor's material etc.

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

**11.3) Water & Power:**

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

**Water for construction and other uses:**

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

**11.4) Watching & Lighting:**

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

**12.0) SCHEDULE OF COMPLETION, PERIOD OF MOBILISATION:**

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

The Contract shall be valid for one year unless extended or terminated earlier by BYPL in accordance with the provisions or time extension.

Contractor shall mobilize its resources to carry out the Services immediately on receipt of FO.

The entire work under the CONTRACT as indicated in the scope of work shall be carried out and completed as per the directions of Engineer In charge.

Progress Review Meeting between the contractor and the Engineer in charge shall be held at site at least once in a week. Also the report giving the details of the manpower engaged at different locations and the details of the major job completion and progress report shall be submitted to Engineer In charge on weekly basis.

The time schedule must be strictly adhered to and improved upon wherever possible. In the event we find that your work is not progressing in quality of time frame as per above agreed schedule and to our satisfaction, we reserve the right to withdraw the work in whole or in part without further notice and liability of the Company.

In CONTRACT to maintain the time schedule, if necessary the contractor shall carry out the work on all Sundays and Holidays except National Holidays.

The contractor has to submit a detailed bar chart showing the start and completion of various activities involved in the works for our review and for onward submission to Third Party Quality Assurance.

### **13.0) INSPECTION / MEASUREMENT / WORK INTIMATION**

13.1 Inspection shall be performed by an inspector / consultant authorised by BYPL. Any statutory / local authority may also carry out site inspections.

13.2 The contractor at his sole expenses shall correct defective work.

13.3 FO will be issued by C&M department only based on the Work Execution intimation by the DGM/AsVP/AVP. DGM/ AsVP/AVP should inform immediately (On E-Mail) to C&M for issue of FO .

13.4 The Third Party Quality Assurance have been appointed by BYPL for supervision of proper quality control for each and every site. Their certificate is required for declaration of "completion" of work with specified quality standards.

### **14.0) PENALTY AND LIQUIDATED DAMAGES**

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

14.2 Liquidated Damages: If the Contractor failed to perform the services, due to the sole reasons attributed to the Contractor, within the time period specified for the individual work, the Company shall deduct liquidated damages a sum equivalent to 2 % of the order value for each week or balance part there of delay until the actual date up to a maximum deduction of 20 % of order value. Once the maximum is reached the Company may consider termination of contract without any liabilities to the Company.

14.3 Penalty For Violation: All costs towards damages / penalties or any other incidental expenses paid by BYPL to any authorities due to the fault of the contractor shall be paid / recovered from the contractor's unpaid bills / bank guarantees or any other payments becomes due to the contractor against the contract or any other payments due to the contractor.

**14.4 EXTENSION OF TIME LIMIT & TIME OVER RUN:**

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

**15.0) RELEASE OF INFORMATION AND CONFIDENTIALITY:**

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained by Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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

**16.0) SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:**

The Contractor shall have to appoint and authorize a Site In Charge/ Project Manager (PM) along with its project team, who shall be available always at site till the completion of the contract as certified by the Company's Engineer In Charge (EIC).

16.1) The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work to ensure that the work is carried out in accordance with the drawings, specifications and instructions of the EIC. Such inspection and supervision shall not relieve the Contractor from any of his obligations towards use of material, workmanship, sequence of working and completion of project as per the stipulated period.

16.2) On receipt of the LOI or Work Order whichever is earlier the Contractor shall furnish

to the Company, for approval, the proposed site setup with list of Engineers, Supervisors and other staff to be deployed by him with their dates of joining.

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

**17.0) AWARD / SUBLETTING OF CONTRACT:**

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

The Contractor will not be permitted to sublet his job in whole or Part without the prior written permission of the Company. The Contractor shall submit to the Company a list of Sub- Contractor, suppliers (not less than three names) for the approval of the Company. The Company may approve all or any of the names or reject all names, which in his opinion do not meet the prerequisite qualifications. The Contractor shall re-submit a fresh list of names for approval. Further in the event that none of the names submitted by the contractor are acceptable to the Company, the Company may suggest names to the Contractor and it shall be binding upon the Contractor to accept the names suggested.

**18.0) SITE LOCATION:**

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

**19.0) SAFETY CODE:**

The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor must ensure that prior to excavation, barricades and lamps on both sides of route for safety of pedestrians/vehicles were installed and Caution Boards were installed at different locations along the route. And also to ensure that the barricades and boards were removed after completion of work at site. The contractor shall not deploy any worker below the age of 18 years.

**20.0) CO-ORDINATION WITH OTHER AGENCIES:**

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

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

**21.0) MAINTENANCE OF WORK:**

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

**22.0) TESTING OF MATERIALS:**

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

**23.0) STATUTORY OBLIGATIONS:**

- a. 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.

Before issue of Work order it would be mandatory for the Contractor to furnish the company the permanent PF code no, ESI registration, etc.

- b. The Contractor shall carry out works so as to enable the Company to lay down or place electric supply lines without the area of supply, without that area carry out works such as - (a) to open and break up the soil and pavement of any street, railway; (b) to open and break up any sewer, drain or tunnel in or under any street, railway; (c) to alter the position of any line or works or pipes, other than a main sewer pipe; (d) to lay down and place electric lines, electrical plant and other works; (e) to repair, alter or remove the same; (f) to do all other acts necessary for transmission or supply of electricity.
- c. The Contractor shall seek consent in writing of the Appropriate Government, local authority, owner or occupier, as the case for carrying out the works.
- d. The Contractor shall make payment of compensation or rent to the persons affected by works.; undertake restoration of property affected by such works and maintenance thereof.

The Contractor shall, cause as little damage, detriment and inconvenience as maybe, and shall make full compensation for any damage, detriment or inconvenience caused by him or by any one employed by him.

**24.0) MEASUREMENT OF WORK:**

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

**25.0) ENVIRONMENTAL, HEALTH & SAFETY PLAN:**

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

Contractors must comply with these requirements:

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

All Contractor/workers are accountable for the following:

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

**26.0) GENERAL CONDITIONS:**

- 26.1) 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.
- 26.2) The LOI followed by Work Order shall supersede all other correspondence and conditions of contract if furnished earlier in the event of any ambiguity.
- 26.3) 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.
- 26.4) 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.
- 26.5) 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.

**27.0) INSURANCE:**

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

**27.1) WORKMEN 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 Engineer-In-Charge. This insurance policy shall be kept valid at all times. In case there are no workers involved 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 provisions 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 order and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.

The Company shall be entitled to deduct any money due to or to become due to the Contractor, money 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.

**27.2) THIRD PARTY INSURANCE**

Before commencing the execution of the work the Contractor shall 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/Company engaged or not engaged for the work of the Company, by or arising out the execution of the permanent work or temporary work or in carrying out of this work order.

**28.0) SETTLEMENT OF DISPUTES/ ARBITRATION:**

**28.1)** 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 may refer the dispute for settlement by arbitration.

The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire/third arbitrator. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

**30.0) QUANTITIES IN THE BOQ:**

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

**31.0) VARIATIONS AND EXTRA ITEMS**

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

31.2) The Engineer In Charge may, at his discretion, from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are herein after referred to as "EIC's Instructions" in regard to:

- a) The variation or modification of the design, quality, specification or quantity of works or the omission or substitution of any work.
- b) The timing or sequencing of work.
- c) Any discrepancy between the drawing and / or the Bill of Quantities and / or Specifications.
- d) The removal from the site of any materials/ equipment/ resources brought thereon by the Contractor and the substitution of the same thereof.
- e) The Execution of additional works of any kind necessary for the completion of the

work.

- f) The removal and /or re-execution of any works executed by the Contractor.
  - g) The substitution from the site of the works of any person employed there upon.
  - h) The amending and making good of any defects under clause “Defects Liability”
    - h) The opening up for inspection of any work covered up.
    - j) Changes in lines, levels, positions and dimensions of any part of the Work.
- 31.3) The Contractor shall forthwith comply with and duly execute any work comprised in such EIC's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his supervisor upon the works by the Engineer In Charge shall if involving a variation be confirmed in writing by the Contractor within seven days and the Engineer in charge's written approval is obtained.
- 31.4) If compliance with the Engineer In Charge's Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this Contract by the Contractor, the EIC shall pay to the Contractor the cost of the said work as an extra to be valued and as hereinafter provided.
- 31.5) No such variation shall in any way vitiate or invalidate the Contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the final certification.
- 31.6) No such variations shall be carried out by the Contractor without instructions, in writing from the Engineer in charge. Provided that no instructions in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. If the Engineer in charge shall consider it desirable to give any instructions verbally, the Contractor shall comply with such an instruction and any confirmation in writing of such verbal instruction given by the Engineer in charge whether before or after the carrying out of such work, shall be deemed to be an instruction in writing within the meaning of this clause. Provided further that if the Contractor shall within 7 days confirm in writing to the Engineer in charge and such confirmation shall not be contradicted in writing within 30 days by the Engineer in charge, it shall be deemed to be an instruction in writing by the Engineer in charge.
- 31.7) all extra or additional work done on the instructions of the Engineer In Charge shall be valued at the rates and prices set out in the Contract. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between Company and the Contractor as per the following, in the order of preference:
- (i) The rate shall be derived from any one of the quoted rates for similar items of

work in the tender.

- (ii) In case similar items are not available in the tender, then rates shall be worked out as per the following:
- a) The direct cost of labour including indirect charges thereon. The labour components shall be computed wherever possible from the related BIS Codes and the quantity of materials to be based on consumption factor as per standard norms or as accepted by the EIC.
  - b) The material cost inclusive of taxes, levies, fees, duties etc. as delivered to the site. Proof of cost in form of an invoice to be submitted along with the extra work claim along with other working documents.
  - c) The Plant & Equipment cost inclusive of hire charges of plant & equipment and operational charges as per standard norms or as accepted by the EIC.
  - d) In addition the Contractor shall be entitled to payment towards overheads and profit.
- 31.8) In cases where the items of works are not accepted as complete, or not fully in accordance with the Specification, the Engineer in Charge shall make payments of such items at such reduced rates, as he may consider reasonable in approval of Interim Bills and the Final Bill.
- 31.9) In all cases the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the Engineer in Charge. The Engineer in Charge on establishing the validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.
- 31.10) The quantities of the various kinds of work to be done and materials to be furnished under this Contract as listed in the Bill of Quantities are estimated and approximate only and shall be subject to re-measurement upon completion. The Contractor shall make no claim for anticipated profits, for loss of profits or for damages because no work is ordered under certain items or because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth in the Bill of Quantities.
- 31.11) The rate/ prices quoted by the Contractor in the Bills of Quantities shall be firm irrespective of any variation in the quantities of individual items of work and / or in the Total Contract Sum.

### **32.0) EXECUTION OF ADDITIONAL WORKS**

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

### **33.0) FORCE MAJEURE**

If either Party is unable to carry out his obligations under this Contract due to an Act of God, war, riot, blockade, strike (i.e. national/ state or city), lockout, flood or

earthquake or Government orders/ restrictions not within the control of the parties hereto which results in an inability, in spite of due diligence of either party in performing its obligation in time, this Contract shall remain effective, but the obligation which the affected party is unable to carry out shall be suspended for a period equal to the duration of the relevant circumstances provided that :

- a) The non-performing party shall give the other Party prior written notice describing particulars of the inability including but not limited to the nature of occurrence with its expected duration and the steps which the non-forming parties is taking to fulfill its obligation.
- b) Upon receipt of such notice the other party shall discuss the matter with the non- performing party with a view to helping the non-performing party to fulfill its obligations. This clause does not envisage financial assistance.
- c) If in any event the Force Majeure situation continues for a period of three weeks both the parties shall meet again and discuss whether the Contract can be amended to overcome the Force Majeure situation so the Project can proceed further.

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

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

**34.0) INDEMNITY:**

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

- 34.1) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract.
- 34.2) any act or omission of contractor or its employees or agents.
- 34.3) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by Company or any other third party at site including adjoining neighbors.
- 34.4) Contractor shall at all times indemnify Company against all liabilities to other persons, including employees or agents of Company or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.

**35.0). SECRECY CLAUSE:**

35.1 The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

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

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

**36.0) RISK & COST :**

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

**37.0) PREMATURE TERMINATION**

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

- i) The Contractor fails to perform as per requirement of the Company
- ii) It is found by the Company that the Contractor has intentionally manipulated while working.
- iii) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
- iv) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or novates any of its obligations in contravention to the provisions of this order.
- v) The Contractor breaches the Secrecy Clause.
- vi) If at any stage during the tenure of the work order , Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to give bribe official/staff or misuse or abuse any meter of the Company.

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

### **38.0) INSURANCE POLICY FOR LIFE COVER**

Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of Rs. 10 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents.

### **39.0) MEDICLAIM POLICY**

Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater (Min.2 lakhs)

### **40.0) ACCEPTANCE & TERMINATION:**

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

Vendor 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 contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

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

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

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

40.2 The Contract can be terminated by either party by giving to the other one month's notice thereof. The Company reserves the right to terminate the contract without notice in case of unsatisfactory work or non-compliance with any of the above stated terms.

40.3 Notwithstanding anything contained in this Work Order, if, at any time during the course of the execution of the Work Order, the Company is of the view that the work under the Work Order is not being performed in accordance with the terms of this Work Order, the Company reserves the right to cancel this Work Order forthwith without assigning any reason and the Company shall be entitled to recover all damages and expenses, including losses suffered due to such non-performance or under performance.

40.4 BSES reserve the right to blacklist you for a period of 2 years in case of unsatisfactory work or non-compliance with any of the above stated terms and 3 years in case of serious complaints, during the period no review shall be entertained.



"I hereby confirm to follow and comply all the applicable statutory compliances of Minimum wages, PF, ESI, Bonus, Leave, insurance etc.

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.

" We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values;

[www.bsedelhi.com](http://www.bsedelhi.com)

**SECTION IV: SCOPE OF WORK**

Road Restoration work is to be done as per procedure laid by the department & direction of EIC. Any penalty during restoration work raised by any Govt. / Civic bodies due to the lapses towards poor quality of work, delay in restoration, 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.

1. Location of work: Road Restoration work shall be carried out simultaneously at the location of BYPL.
2. Contractor will be accountable for acceptance of MCD/PWD/DDA other road owning agencies of Delhi for our restoration.
3. Contractor shall have to take photograph of site before, during 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 by NABL lab.
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, Malba 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. Liaisoning with MCD including getting road cutting permission, release of BG,( If any) co-ordination for extension of road cutting permission, waiver of penalties from MCD, RTO, local police or any other statutory / local bodies .
18. Coordination with TPQA during site inspection and obtaining the certificate.
19. 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.
20. Any work which is not as per the specifications then Contractor shall rectify at no extra cost to the company.

**WORK EXECUTION INTIMATION**

1.0 Nature of work : Road Restoration Work.  
2.0 Contractors Name :  
3.0 Vendor Code :  
4.0 Name of Engineer in charge :  
5.0 Contract order no. :  
6.0 Date :  
7.0 Location :  
8.0 Road / Gali /Lane no. :  
9.0 Circle :  
10.0 Division :  
11.0 Scheme No. :  
12.0 Work to be carried out by the Contractor :

<b>S.No.</b>	<b>Type of Road</b>	<b>Approx.Length</b>	<b>Type of Trench</b>
1	Bituminous Road type-1 (category 1&2)		
2	Bituminous Road type-2 (category 3)		
3	Cement concrete road		
4	Kota/Rajasthan road		
5	Brick		
6	Interlocking Paving		
7	Agra Stone		
8	Chequered Tile		
9	Asphalting layer		
10	CC Slab		
11	Fixing of Curve Stone		
12	Providing and Fixing Curve Stone		
13	WBM Road		

## 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 no
- 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 representative of Company's representative not later than 7th of each month.
- d) To maintain Wage-cum-Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time  
Limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)
- h) Labour license before start of work. (If applicable)
- l) Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of Rs. 10 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents)
- J) Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater (Min.2 lakhs)

**Annexure - II**  
**BID FORM**

To

Head of Department  
Contracts & Material Deptt  
BSES Yamuna Power Ltd  
3rd Floor, A Block  
Shakti kiran Building, Karkardooma  
Delhi 110032

Sir,

We understand that BYPL is desirous of carrying out **Road Restoration Works for cable laying & cable faults in BYPL** in it's licensed distribution network area in Delhi.

1. Having examined the Bidding Documents for the above named works, we the undersigned, offer to provide our services in full conformity with the term and conditions and technical specifications for the sum as per price bid or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
2. If our Bid is accepted, we under take 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 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 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance there of, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest, or any bid you may receive.
8. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2020

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.100/-purchased in the name of the bank)*

Whereas [*name of the Bidder*] (herein after called the "Bidder") has submitted its bid dated [*date of submission of bid*] for the carrying out of [*name and/or description of the Job*] (here after called the "Bid").

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*],having our registered office at[*address of the registered office of the bank*](herein after called the "Bank"),are bound unto BSES Yamuna Power Ltd., with its Corporate Office at BSES Shakti Kiran Building, Karkardooma, Delhi -110032, (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\_\_\_\_\_ 2020

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

## Annexure- IV

### COMMERCIAL TERMS AND CONDITIONS

SI No	Item Description	AS PER BYPL	BIDDER'S CONFIRMATION
1	Validity	90 days from the due date of submission	
2	Price basis	Firm. Prices shall be inclusive of all taxes & duties, construction cess & octroi, turnover tax etc leviable by state or central government or local bodies.	
3	Payment terms	<p style="text-align: center;"><b>A. FOR CABLE LAYING</b></p> <p>Dig &amp; Restore Policy 2018" The payment to the contractor will be released only after certificate/NOC for satisfaction completion of road restoration has been issued by the TPQA. (80% payment after work done &amp; clearance from EIC, 10% payment after clearance by TPQA &amp; 10% payment retained as security money &amp; will be released after defect liability period.</p> <p style="text-align: center;"><b>B. FOR CABLE FAULT</b></p> <p>100 % payment shall be made after satisfactory execution of the work within 30 days from the date of receipt of bill at our KKD office. The work to be certified by concern Engineer In- charge &amp; TPQA 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.</p> <p>The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC)</p>	
4	Completion	As spelt out by EIC	
5	Defect Liability period	12 months from the date of successful completion of the project	
6	Liquidated damages	2% of contract value for every week delay subject to maximum of 20% of contract value.	
7	Performance Bank Guarantee	5% (Five Percent) of the Contract Price valid till completion period/handing over plus 6 months towards claim period.	

## Annexure-V

Work completion certificate

Work completion certificate No.

Date :

Subject: Contract with M/s. \_\_\_\_\_ for road restoration work.

Reference :

1. Work Order No.----- Dated -----
2. Work Execution Intimation/FO no. ----- dated -----

This is to certify that M/s. \_\_\_\_\_ have carried out road restoration work and

1.0 DTU (TPQA) have certified the quality of work vide their letter no.----- dated-----and the same has been found satisfactory.

2.0 The work has been / has not been carried out as per safety norms , regulations , norms laid down by MCD/DDA/NCD/ANY OTHER statutory bodies. There has not been / has been cause for levy of penalty by MCD. The amount of penalty has been worked out at Rs.-----.

3.0 The work has/ has not been completed within stipulated time period.

4.0 The debris has been removed from site.

5.0 All safety norms have been complied while carrying out the work.

6.0 Cable laying route sketch clearing indicating the type of trench and length/Segments and type of top surface. (To be certified by DGM O&M and attached with the bill. (YES/NO)

Regards,

Engineer-In-Charge  
AsVP/AVP(Civil)BYPL  
Name, Title & Sign Circle & District

## Annexure-VI

### **Additional Guidelines for RR work under "Dig & Restore Policy-2018" w.e.f. 1.11.2018:**

Reference: Circular No.F.4 (125)/2015-16/PWD-II/Roads/5386-5414 dt 19.04.2018 issued by Special Secretary (PWD) & OSD(UD/PWD)/Min health/2018-19/6474-85 dt 8.8.2018 issued by OSD to Minister (PWD).

It would be mandatory for the contractor /agency to intimate the concerned site engineer /authorities in the O&M department/Project implementing authorities (PIA) before start/completion of digging/cutting and repairs of the road(s).

1. The contractor shall indemnify Road Owning Agencies against any mishap or accident occurring during RR execution only.
2. The contractor shall comply with all applicable laws, rules, regulations & notifications as per WO and amendments thereon.
3. The contractor shall make arrangement for necessary barricading and provide caution boards during the execution of work as per new guidelines under "Dig & Restore Policy 2018" if required.
4. Before starting the digging/road cut work, the contractor shall publicly display at site the details of work being done alongwith proposed date of completion of work.
5. The contractor shall submit the schedule for road restoration to the site engineer/EIC and will carry out work strictly as per the specifications approved by the road owning agencies.
6. After completion of digging work, restoration work to be carried out at the earliest possible but within 48 hours or as per direction of EIC.
7. The work shall be carried out by the contractor without disturbing the flow of traffic and road will not be completely closed without permission of the traffic police.
8. The contractor to carry out road restoration work strictly matching with the existing road and adjoining areas or as per direction of EIC.
9. The contractor will get quality of work inspected during execution itself from the Third Party Quality Assurance Agency (TPQA) and it will be the responsibility of the contractor to arrange quality certificate from the TPQA engaged by the site engineer/EIC.
10. During road restoration, the contractor shall follow all the mandatory requirements and other provisions and guidelines to take care of traffic congestion and security/safety issues.
11. All mandatory tests to be got carried out by the contractor at its own cost as per direction of EIC.
12. Backfilling of trench and surface dressing should be done progressively during the execution of work ( by cable laying agency) and surplus earth/malba to be removed simultaneously by road cutting contractor ( by cable laying agency) & the necessary photographs shall be provided to Civil EIC after completion of cable laying. The RR agency must ensure that the surplus earth /

malba must be removed by cable laying agency before start of RR work otherwise inform EIC for the same & his decision will be final on this subject.

13. After completion of work, excavated earth/malba should not be left dumped on the existing road.
14. The payment to the contractor will be released only after certificate/NOC for satisfaction completion of road restoration has been issued by the TPQA. (80% payment after work done & clearance from EIC, 10% payment after clearance by TPQA & 10% payment retained as security money & will be released after defect liability period.
15. Sometimes during road digging/cutting, the adjoining areas are also disturbed such as footpath, drains and other utilities while laying/restoring the services. The restoration of such areas, services must be done as per the existing condition/specification.
16. In case of any dispute regarding road digging and restoration, the decision of the committee constituted by Special Secretary (PWD) vide his circular dated 19.04.2018 & subsequent circulars issued on the subject up to the date shall be final and binding.
17. All the specifications for carrying out of RR work (Cable Fault & Cable Laying) from time to time, frequency of photographic evidence to be taken, testing intervals, items for which tests are required etc. shall be provided by EIC.

## Annexure-VII (Safety Clause)

Safety Clauses as per direction of Head( Safety) BYPL

1.00 All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detail report of observing the same to be forwarded to safety department every year.

2.00 Guidelines for Penalty Policy Implementation

2.1 Penalty for not following SOP already circulated.

A penalty of Rs. 500/- shall be levied on contractor for not following SOP and creating unsafe condition at work place.

2.2 Penalty for Misconduct:

2.2.1) A penalty of Rs. 10000.00 shall be levied on contractor for the first incident of misconduct.

2.2.2) A penalty of Rs. 25000.00 shall be levied on contractor for the second incident of misconduct.

2.2.3) A penalty of Rs. 50000.00 shall be levied on contractor for the third incident of misconduct & termination of the contractor.

2.2.4) Depending upon the level of mal practice, Engineer In-Charge/Head (Civil) can take decision which will have on report of misconduct, the matter will be scrutinized at appropriate level and the complaint found genuine above Penalties shall be applicable.

2.3 Penalty Policy on Safety Violation

Class / Type of Offense / Penalty Detail / Execution Channel

2.3.1 Not Wearing Safety Helmets Safety boots/ Safety Goggles/Electrical insulating hand Gloves (Poor quality or damaged item means noncompliance)

# First Offence - Warning Note & Rs.2000/-

# Second Offence - Warning Note & Fine of Rs.5000/-

# Third Offence- Note of recommendation of the concerned workmen / supervisors /agency for termination of his job & Fine of Rs.15000/-

Recommendation by OHS-Representative/ EIC/Head (Civil).

Approval by Safety Head, Deduction by Finance & Account

2.3.2. Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or wherefrom a person may fall. Not using Safety Net to arrest falling objects and personnel. (Poor quality or damaged item means noncompliance)

# First Offence -Warning Note & Fine of Rs.5000/-

# Second Offence - Warning Note for dismissal and a Fine of Rs.10000/-

# Third Offense - Action for the concerned workman/ supervisor/agency for termination of his job and a fine of Rs.25000/-

Recommendation by OHS-Representative/ /EIC/Head(Civil),  
Approval by Safety Head, Deduction by Finance & Account

2.3.3 Not wearing Electrical Gloves/Electrical Safety boots/ Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)

- # First Offence - Warning Note & Fine of Rs.5000/-
- # Second Offence - Warning Note for dismissal and a Fine of Rs.10000/-
- # Third Offence - Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/-

Recommendation by OHS-Representative/EIC/Head (Civil),  
Approval by Safety Head, Deduction by Finance & Account

2.3.4. Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.

- # First Offence - Warning Note & Fine of Rs.10000/-
- # Second Offence - Action for the concerned workmen/ supervisors for termination of his job and fine of Rs.20000/-.

Recommendation by OHS-Representative/EIC/Head (Civil)  
Approval by Safety Head, Deduction by Finance & Account

Notes:

# If there are 03 violations by an individual employee / supervisor of the vendor, services will be terminated.

# If there are 10 violations in one quarter, will be recommended for termination of contract order.

1. Total penalty shall be calculated by multiplying the number of safety violations and the penalty Amount specified for such violations. (Example - If at first offence 3 persons are found working without safety helmet, the penalty would be  $3 \times 2000 = \text{Rs.}6000/-$ )
2. The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.
3. Recommending authority shall fill the Annexure #1 Based upon his factual observations and shall send it to /EIC/Head(civil) and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same in the Annexure & shall send it back to EIC/Head(Civil) and Safety Head.
4. Recommending Authority means all, EIC, HODs, Site Safety officer / Supervisor, representatives from EHS and other personnel authorized jointly by O&M / Civil.
5. EIC/Head(Civil), and Safety Head may impose penalty for serious violations directly.
6. All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
7. Safety violations to be considered for Penalty are classified as A, B & C.

ANNEXURE-VIII

BSES YAMUNA POWER LIMITED  
(Name of Site)

Safety Appreciation / Violation Memo

DIVISION/Area: -----

Date & Time: -----

Name of Contractor: ----- Activity: -----

Name of EIC: -----

Appreciation/Penalty Memo:

S.N	Safety Violation Details	Class (A/B/C)	No. of Violations	Penalty per Violation (Rs)	Penalty Amount (Rs)	Remarks
-----	-----------------------------	---------------	-------------------	-------------------------------	------------------------	---------

1

2

3

4

5

Safety Appreciation/Violation Note:

Recommended By: Name: ----- Designation: -----Sign/Date: -----

Approved By (EIC): Name: ----- Designation: ----- Sign/Date: -----

**ANNEXURE-IX**

**BSES YAMUNA POWER LIMITED**  
**(Name of Site)**

**Monthly Status of PPE's / Tool Kit**

Location/Area: ----- Date & Time: -----

Name of Contractor: ----- No of Labourers

Status of PPE's

S.N	Name of PPEs / Tool (if applicable)	No. Of PPEs	Condition	Remarks
1	Safety Helmet			
2	Safety Goggle			
3	Electrical Insulating Hand gloves			
4	Full Body Harness			
5	Safety Shoes			
6	Reflective Jacket			

Signature / Date .....

**ANNEXURE-X**

**BSES YAMUNA POWER LIMITED**  
**(Name of Site)**

**Monthly Status - Accident / Incident**

Location/Area: ----- Date & Time: -----

Name of Contractor: -----

Table - 1: Summary of Accident /Incident / Near Miss / Dangerous Occurrences / First Aid:

S.N /Dangerous	Type of Accident /Incident Occurrences / First Aid	Person Injured Description	Brief /Near	Miss
1				
2				
3				
4				
5				

Table - 2: Learning from Incidents:

S.N	Brief Description	Root Cause	Recommendation
1			
2			
3			
4			
5			

Table - 3: Summary of Person Injured:

S.N	Name of Employee Emp. ID / Designation /PF no/ESI no	Type of Injury	Duration of Medical Rest From : To
1			
2			
3			
4			
5			

Table - 3 : Safety Inspections / Violation

S. No.	Date	Location	Discrepancies	Compliance
1				
2				
3				
4				
5				

Table - 4 : Health & Safety Complaints & Sugestions :

S. No.	Date	Location	Complaints / Sugestion
1			
2			
3			
4			
5			

Measures to avoid recurrences for all above mentioned discrepancies (Attach relevant documents if required)

-----  
-----

Signature / Date .....

ANNEXURE-XI

BSES YAMUNA POWER LIMITED  
(Name of Site)

Format - PPE's Receipt by workers

Division:

Name of Contractor:

S.NO.	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness Reflective Jacket	Safety Shoes	Safety Goggle
1						SIGNATURE	
2							
3							
4							

| Signature of Contractor / Date.....

**ANNEXURE-XII**

**QUALITY OF SAFETY TOOLS**

1). Safety Shoes - With Composite/Fiber toes (CE approved / IS 15298) - Mandatory for all personnel working at BYPL O&M. The safety shoes shall meet the following features:

1. Electric Shock Resistant Sole
  2. Impact Resistant
  3. Scrap/Heat Resistant
  4. Slip Resistant
  5. Oil and Acid Resistant
- Lead MAKE: BATA/LIBERTY

2). Safety Helmets: (IS 2925 - 1984 or DGMS) with chin strap - Mandatory for all personnel working at BYPL O&M. The specification of safety helmet shall be as given below:

V-GARD HDPE Yellow With 4 Point Fast Trac Ratchet Suspension

Shell Material UV stabilise HDPE, Non vented

Suspension " With 4 Point Fas Trac Ratchet Suspension sewn headband

" Textile straps made from polyester Suspension

" point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head

" Easy clean sweatband

Size 52-62 cm

Accessory slot Standard 30 mm with removable HDPE dead plugs suitable to leak proof fitting

Approvals ANSI/ IEC Z89.1 Class E (electrical)

Additional Low temperature -10°C (acc. to GB2811), High temperature +50°C

Colours Yellow

weight 360 g

Lead MAKE: 3M / KARAM/Honeywell

3). Full Body positioning Harness: (CE approved / IS 3521 / EN 361 / EN 355) - Shall be used while work is in progress at height more than 1.8 meter or where from a person may fall and get injured. The specification of the Full body harness shall be as given below:

Anchorage Adjustable two chest attachment D-rings and A dorsal attachment D-ring

Adaptability Adjustable shoulder and thigh straps

Convenience Shoulder and thigh straps differentiated by a dual colour scheme.

Ergonomics Ideally. Positioned sit strap for extended comfort.

Size Standard

weight 1200GMS

ENERGY ABSORBING FORKED LANYARDS :

Spec. 44mm wide polyamide webbing.

Length 1.5 Meter

4) Safety Spectacles - Shall be used to protect workers eyes from foreign materials and flying particles. Mandatory for all personnel working at BYPL O&M. Safety goggles shall meet the following feature

1. Poly carbonate/ Acetate lens for special applications requiring superior chemical resistance.
2. Industrial version of tough and popular first responder goggles.
3. SoftFlex low profile frosted frame for increased comfort.

4. Comfortable headband with length adjustment.
5. Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
6. Sightgard + premium anti-fog coating (EN 166 "N") with good anti- scratch properties.

Technical Specification:

Weight 95g.

Lens thickness 1.0mm

Overall width 173mm

Overall length 90mm

Bridge 47.6mm

Lens base 5.5 curve

Lens size 86.1mm verticle, 174mm diagonal

Headband Adjustable length at max.440mm(long enough to fit together with helmets)

Material & colours

Lens Acetate clear, coating, Sightgard + anti-fog according to EN 166 "N" & anti scratch.

Body PVC smoke

Headband holder Nylon

Headband Adustable grey elastic fixed on frame side parts

Marking / Approvals

Standard number EN 166

Frame marking MSA EN 166 34-FT CE

Lens marking 2C-1.2 MSA 1 FT N CE

Filter class 2C (Ultra violet radiation with enhanced colour recognition)

Scale number 1.2: luminous trasmittance-89%

Optical class 1 (best class, for permanent wear)

Mechanical resistance F (low energy impact 45m/s) T (at extreme temperature -5 to +550 C)

Resistance to N(distorted vision due to lens fogging)

UV filter 99.9%

Ordering information 10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ 3M

- 5) Electrical Insulating Hand Gloves - Shall be used to prevent electric shock based upon the hazards/risks involved in a particular activity. Safety goggles shall meet the following feature
- Breakthrough manufacturing process delivers exception dry grip.
- Soft and flexible for enhanced tactility, high dexterity and wearer comfort.
- Ergonomic design featuring tapered fingers to reduce hand fatigue.
- Relaxed wrist for easy on/off.

Length 360mm

Class 2

Thickness 3.6mm

Proof test voltage 20000

Maximum use voltage 11000

Tensile strength >16mpa [Mega Pascal]

Puncture resistance >18N/mm [Newton per mili meter]

Elongation at break >600% [Stretching length]

Tension set <15%

It should be resist to oil, acid, ultra violet rays and very low temperature.

Each pair of glove should be marked with class, category, month & year of manufacturing, CE logo, batch no. and certified laboratory no.

EN certified to electrical and thermal hazards,

EN certified to thermal & electrical hazards to confirm EN 60-903,

EN certified to mechanical hazard to EN-388

Lead MAKE: Honeywell / ANSELL

6) Reflective Safety Jacket - Class -2 Safety Vest mandatory for all personnel working at BYPL O&M. Shall be used by the worker during the work.

7) Warning Tapes - HDPE or LDPE Made of 50 micron thick, non adhesive, width 75mm -Safety Logo embossed at every foot with white and red strips on both sides in Tubular form - Shall be used for barricading area around excavated pit to warn the personnel not to enter in such areas. The same will be provided by BYPL

8) Road barricading cone with barricading tape - Shall be used by the worker during the operation / maintenance work. The same will be provided by BYPL.

9) Arc Protection Suit - shall be used by the worker for all HT/ EHV related works, The same will be providing by BYPL

**SECTION V : PRICE FORMAT**

<b>ROAD RESTORATION WORKS FOR CABLE LAYING AND FAULTS IN BYPL(2020-21).</b>			
<b>I) Rates for East Circle</b>			
<b>S.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
1	Road Restoration work for the trench excavated for laying of cable as per specification. Roads upto 20' As per detail RR-01(A)(Category-I)	Sqm	
2	Road Restoration work for the trench excavated for laying of cable as per specification. Roads 20' to 40' As per detail RR-01(A)(Category-II)	Sqm	
3	Road Restoration work for the trench excavated for laying of cable as per specification. Roads above 40'(Category-III) As per detail RR -01(B)	Sqm	
4	Carriage of building rubbish, material, surplus excavation by mechanical transport including loading, unloading and stacking lead upto 19.00 km initial lead upto 50 m. Building rubbish, surplus excavation malba etc.	Cum	
5	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 EIC.	Sqm	
6	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering -All work upto plinth level- 1:2:4 (1 Cement : 2 Coarse sand :4 graded stone aggregate 20mm nominal size)	Cum	
7	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- All work upto plinth level 1:4:8 (1 Cement : 4 Coarse Sand : 8 Graded stone agg. 40 mm nominal size)	Cum	
8	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 1/2"x2 1/2 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	
9	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	
10	Restoration work of the Kota stone footpath by P/L 50mm thick Kota stone over 20mm average thick base mortar 1:5 (1Cement : 5 Coarse sand) jointed with Cement Mortar 1:3 (1Cement : 3 Coarse 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	

11	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	
12	Road Restoration work of existing interlocking paver surface by P/L grey colour 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 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge.		
(a)	60mm thick	Sqm	
(b)	80mm thick	Sqm	
13	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 exceeding 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	
14	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	
15	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	

16	Taking out the kerb stone and refixing of the same ,setting in position to the defined line, level and curvature ,jointed with cement mortar 1:3 (1 cement : 3 coarse sand ) including making joints with or without groove (thickness of joints except at sharp curve not to be more than 5mm) including preparation of earthen base to facilitate embedding of kerb stone upto at least 7.5 cm below the adjoining finished road surface complete as per the direction of engineer (length of finished kerb edging shall be measured at its top surface for payment)	Meter	
17	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work up to plinth level 1:5:10 (1 Cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	Cum	
18	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	
19	Providing and fixing (factory made) precast c.c. kerb stone following size with one side taper of 100 mm shadow of mix 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm down nominal size) steam moulded and compressed hydraulic pressure of 3000 psi in ready size and the like including fixing in cm 1:2 (1 cement : 2 fine sand) including required centring and shuttering etc. complete as per direction of Engineer-in-charge.		
a)	300 x 300 x 150mm	Meter	
b)	450 x 450 x 250mm	Meter	
20	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Cold twisted bars	KG	
21	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	
22	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	
23	Welding by gas or electric plant including transportation of plant at site etc. complete	CM	
24	Providing and laying non -pressure NP2 class RCC pipes (Light duty) with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 Cement : 2 Fine sand) including testing of joints etc. complete 150 mm dia. R.C.C. pipe	Meter	
25	Providing and laying non -pressure NP2 class RCC pipes (Light duty) with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 Cement : 2 Fine sand) including testing of joints etc. complete 250 mm dia. R.C.C. pipe	Meter	
26	Providing and laying non -pressure NP2 class RCC pipes (Light duty) with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 Cement : 2 Fine sand) including testing of joints etc. complete 300 mm dia. R.C.C. pipe	Meter	

27	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 drawing manufactured by using M-30 grade of cement concrete by Vibro Compaction process, using G.R.P. (Glass Reinforced Plastic) joint less mould to get shuttering finish and reinforced with one no. of 8 mm dia for steel bar in each member of railing.	Sqm	
28	12 mm cement plaster of mix : 1:4 (1 cement : 4 coarse sand)	Sqm	
29	12 mm cement plaster of mix 1:4 ( 1 cement : 4 fine sand)	Sqm	
30	15 mm cement plaster on rough side of single or half brick wall of mix :1:4 (1 cement : 4 coarse sand)	Sqm	
31	Cement plaster 1:3 (1Cement : 3 Coarse sand) finished with a float of neat cement: 12 mm cement plaster	Sqm	
32	Neat cement punning	Sqm	
33	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work	Sqm	
34	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade one or more coats on old work.	Sqm	
35	Extra for providing & mixing the dark shade pigment in top layer of washed stone grit plaster.	Sqm	
36	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 bitumen boiler, cleaning and preparing the existing road surface as per specification. On WBM @ 0.76 Kg/sqm.	Sqm	
37	Providing & laying seal coat of premixed stone dust with residual petroleum 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	
38	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	
39	Supplying and filling in plinth with Jamuna sand under floors including, watering, ramming consolidating and dressing complete.	Cum	
40	Filling available excavated earth (excluding rock) in trenches plinth, sides of foundations etc. in layers not exceeding 20 cm in depth : consolidating Ea deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m	Cum	
41	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	
42	Centring and shuttering including strutting, propping etc. and removal of form work for: Foundations, footings, bases of columns.	Sqm	

43	Centring and shuttering including strutting, propping etc. and removal of form work for: Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets , kerbs and step etc.	Sqm	
44	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level- 1:1.5:3 (1 Cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	
45	Providing and fixing gang saw cut mirror polished pre moulded and pre polished, 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		
a)	18 mm thick	Sqm	
b)	30 mm thick	Sqm	
46	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 up to 40mm 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 the cost of centring, shuttering and finishing, 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 up to plinth level :M-10 grade plain cement concrete (cement content consider @ 220 kg/cum)	Cum	
47	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 up to 40mm 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 the cost of centring, shuttering and finishing, 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 consider @ 340 kg/cum)	Cum	

48	Supply, precast RCC trench cover of various size varying 1500 mm. in "length, 500 mm. in width & 75 mm. in thickness, with 3 mm thick 50mm "wide, ms strip all around welded to the steel reinforcement bar of 8mm" dia, 100 mm centre to centre & two no. hooks of 12 mm dia bar for " lifting giving finishing top surface & minimum grade of cement concrete M-30(Cement content considered @340kg/cum)(Item to be executed during/after energisation).-50mm thick	Sqm	
49	Supply, precast RCC trench cover of various size varying 1500 mm. in "length, 500 mm. in width & 75 mm. in thickness, with 3 mm thick 75mm "wide, ms strip all around welded to the steel reinforcement bar of 8mm" dia, 100 mm centre to centre & two no. hooks of 12 mm dia bar for " lifting giving finishing top surface & minimum grade of cement concrete M-30(Cement content considered @340kg/cum)(Item to be executed during/after energisation).-75mm thick	Sqm	
50	Supply, precast RCC trench cover of various size varying 1500 mm. in "length, 500 mm. in width & 100 mm. in thickness, with 3 mm thick 100mm "wide, ms strip all around welded to the steel reinforcement bar of 8mm" dia, 100 mm centre to centre & two no. hooks of 12 mm dia bar for " lifting giving finishing top surface & minimum grade of cement concrete M-30(Cement content considered @340kg/cum)(Item to be executed during/after energisation).-100mm thick.	Sqm	
51	50mm thick fine dressed and rubbed stone flooring over 20 mm (average) thick base of CM 1:5 (1 cement:5 coarse sand) over under layer of M-10 grade (Cement content @ 220kg/cum) 100mm properly compacted with mechanical vibrator, including pointing with cement mortar 1:2 (1cement: 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 Engineer in Charge (Cost for M-10 shall be paid separately). Red sand stone Polished 50mm thick	Sqm	
52	Constructing brick masonry manhole in cement mortar 1:4 (1 cement:4 coarse sand) RCC top slab with 1:2:4 mix (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix ( 1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1cement: 3 corse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4(1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design : Inside size 90x80cm and 45cm deep including CI cover with frame(light duty) 455x610mm internal dimensions', total weight of cover and frame to be not less than 38kg (weight of cover 23kg and weight of frame 15kg) With common burnt clay F.P.S (non modular) bricks with class designation 7.5	Each	
53	Extra for depth for manholes Size 90x80 cm With common burnt clay F.P.S. (non modular )bricks class designation 7.5	Meter	
54	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. metres and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead: With cement mortar 1:4 (1 cement : 4 fine sand)	Sqm	

55	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of engineer in charge. Nominal concrete: 1:3:6 or richer mix (i/c equivalent design mix)	Cum	
56	Demolishing brick work manually /by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-In-charge.: In cement mortar	Cum	
57	Cutting holes upto 23x23x25 cm in walls & making good the same after fixing hangers in CC 1 :2 :4(1 Cement : 2 Coarse sand : 4 Graded stone agg. 20 mm nominal size )	Each	
58	Cutting holes upto 30x30 cm in walls including making good the same: With common burnt clay F.P.S. (non modular) bricks.	Each	
59	Trimming of any no. of branches of any size of any type of tree overhanging on building / terrace so as to keep them away from building by at least 2.00 metre at the time of trimming in such a way that they do not fall on the bldg, terrace, GI/ACC shed, live transformer, electric/telephone wire by any means Use axe, saw, ropes etc. as per site conditions. The trimmed material to be disposed to the MCD bin by any means. Nothing shall be allowed to be burnt or flamed.	Each	
60	Providing and fixing in position precast R.C.C. manhole cover and frame of required shape and approved quality. L D- 2.5 Rectangular shape 600x450 mm internal dimensions,	Each	
61	Providing and fixing in position precast R.C.C. manhole cover and frame of required shape and approved quality. L D- 2.5 : Square shape 450 mm internal dimensions.	Each	
62	Providing and fixing in position precast R.C.C. manhole cover and frame of required shape and approved quality H D - 20 : Circular shape 560 mm internal diameter	Each	
63	Extra for using M-30 in place of CC-1:2:4 in S.No. 10,20&30 for thickness 100mm	Sqm	
64	Extra for using M-10 in place of CC-1:5:10 in S.No. 10 & 20 for thickness 100mm	Sqm	
65	Extra for using M-10 in place of CC-1:5:10 in S.No. 30 for thickness 250mm	Sqm	
66	Extra for using CC-1:1.5:3 in place of CC-1:2:4 for thickness 100mm	Sqm	
67	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.	Cum	
68	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	Cum	

	Mix Plant of 100-120 TPH capacity.		
69	Providing and laying semi- dense Bituminous concrete 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 equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in- Charge. 25 mm 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.	Sqm	
70	Providing and laying Bituminous concrete 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 equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge. 40/50 mm compacted thickness with bitumen of grade VG-30 @ 5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	Cum	
71	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	Cum	
72	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-II (size range 53 mm to 0.075 mm ) having CBR Value-25	Cum	
73	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-III (size range 26.5 mm to 0.075 mm ) having CBR Value-20	Cum	
74	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,	Cum	

	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.		
75	Providing and Erecting Continuous Steel Barricading (MS sheet) of size 1.80 mtrs x 1.20 mtrs at site as per drawing / direction of Engineer-in-Charge which includes cost of material, plant, consumable, transport & labour for shifting, placing, painting, arrangement for traffic diversion such as traffic signals during construction at site for day and night, glow lamp, reflective signs, marking, flags, caution tape etc and regular maintenance complete. The barricading provided shall be retained in position at site continuously i/c shifting of barricading from one location to another location as many times as required during the execution of the entire work till its completion. The barricading shall not be removed without prior approval of Engineer-in-Charge. "(Note: - One time payment shall be made for providing barricading from start of work till completion of work i/c shifting. The barricading provided shall remain to be the property of the contractor on completion of the work).	Meter	
76	Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including curing complete all as per direction of Engineer-in-charge Note:- Cement content considered in M-30 is @ 340 kg/cum.	Cum	
77	Preparation and consolidation of sub grade with compactor after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with compactor including making good the undulations etc. and re-compacting the sub grade and disposal of surplus earth with lead upto 50 metres.	Sqm	
<b>II) Rates for Central Circle .....% at par/below/above the quoted rates.</b>			

Specifications for item no 1, 2 & 3.

- Road width up to 20 ft wide –RR-01 (A) Category 1:  
Filled up compacted earth + 100mm M10 (Cement content @220Kg/cum)+ 100mm M30 (Cement content @ 340Kg/cum)
- Road width 20 ft to 40 ft wide –RR-01 (A) Category 2:  
Filled up compacted earth + 100mm M10 (Cement content @220Kg/cum)+ 100mm M30 (Cement content @ 340Kg/cum)
- Road width above 40 ft wide –RR-01 (B) Category 3:  
Filled up compacted earth + 250mm M10 (Cement content @220Kg/cum)+ 100mm M30 (Cement content @ 340Kg/cum)

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**  
(To be signed and stamped by the bidder prior to participation in the auction event)

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

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at contract amount.