

Tender Notification for

**"ROAD RESTORATION WORK FOR CABLE LAYING AND
CABLE FAULTS IN BRPL. FY 2018-19"**

NIT NO. CMC/BR/17-18/SV/AN/644 DT: 02.02.2018

Due Date for Submission: 22.02.2018

**BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number:
U74899DL2001PLC111527
Telephone Number: +91 11 3009 9999
Fax Number: +91 11 2641 9833
Website: www.bsedelhi.com**

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SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

1.01 BRPL invites sealed tenders in 2 envelopes for "Road Restoration work for cable laying and cable faults in BRPL. FY 2018-19"

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

The sealed envelopes shall be duly super scribed as —

"Road Restoration work for cable laying and cable faults in BRPL. FY 2018-19"

"NIT NO. CMC/BR/17-18/SV/AN/644 DT: 02.02.2018 DUE ON DT. 22.02.2018".

1.02 The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/- drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender papers will be issued on all working days up to **22.02.2018, 01:00 PM**. The tender documents & detail terms and conditions can also be downloaded from the website **"www.bsesdelhi.com-Tenders-BSES Rajdhani Power Ltd.-Open Tenders"**.**

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

1.03 Offers will be received up to **22.02.2018, 03:30 PM. at the address given below. **TECHNO-COMMERCIAL BID** (Part A) of the bid shall be opened on **22.02.2018, 4.00 PM**. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date:**

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

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

- (i) **Earnest Money Deposit (EMD)** of Rs. 2,00,000/- is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favour of "BSES Rajdhani Power Ltd" payable at Delhi.
- (ii) Tender is received after due date and time.

2.0 Qualification Criteria:-

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

- a) Bidder must have executed the works of like nature and shall be having extensive experience of carrying out similar types of work/civil works. They should have successfully completed in preceding five years:-

Three similar/civil works completed costing not less than amount equal to 12Lac.

Or

Two similar/civil works completed costing not less than amount equal to 18Lac.

Or

One similar/civil works completed costing not less than amount equal to 24Lac.

- b) Bidder should have valid Registration No. of GST, whichever is applicable;
- c) Bidder should have PAN No. & should fulfill all statutory compliances like PF, ESI registration etc.
- 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.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets 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**. BRPL shall respond to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

3.01 BID SUBMISSION

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

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

PART A

:: **TECHNO-COMMERCIAL BID** comprising of following

- EMD of requisite amount
- Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Any other relevant document

- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.

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

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

3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	<ul style="list-style-type: none"> ▪ All Queries related to RFQ 	22.02.2018, 2.00 PM
2	PART A Technical and Commercial Bid	<ul style="list-style-type: none"> ▪ EMD of requisite amount ▪ Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website. ▪ Documentary evidence in support of qualifying criteria ▪ Technical Literature/ list of makes etc ▪ Any other relevant document ▪ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc. 	22.02.2018, 4.00 PM
3	PART B Financial Bid	<ul style="list-style-type: none"> ▪ Price strictly in the Format enclosed(Section IV) indicating Break up regarding basic price, taxes & duties etc. 	22.02.2018

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

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

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **22.02.2018 up to 15.30 Hrs.** After techno-commercial evaluation, the qualified tenders will be informed immediately.

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

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

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

The bidder shall specifically quote the multiplying factor (MF) as mentioned at the end of the BOQ to derive new unit rates. The reverse auction shall be conducted on the MF.

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 award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

4.03 In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award work to other contractor(s) who are found fit.

5.0 Market Integrity

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

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

6.0 Confidentiality

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

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

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

7.0 Contact Information

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

	Technical	Commercial
Contact Person	Addl. V.P. (Civil) 11KV & RR BRPL Copy to :Head (C&M)	Head (C&M)
Address	Addl. V.P. (Civil) 11KV & RR 2 nd Floor, 33KVA S/STN BLDG SAKET (ADHCHINI) New Delhi-110017.	C&M Deptt. 1 st Floor, C-Block, BSES Rajdhani Power Ltd. BSES Bhawan, Nehru Place, New Delhi-110019

SECTION – II: INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 BSES Rajdhani power Ltd, hereinafter referred to as "The Company" are desirous for" **AWARD OF UNIT RATE CONTRACT FOR ROAD RESTORATION WORK OF 1.1KV TO 66KV CABLE LAYING/FAULT IN BRPL".**

2.0 SCOPE OF WORK

Estimated cost of work:

Road Restoration of Cable Fault:

South-I Circle - Rs. 50.00 Lac
South-II Circle -Rs. 35.00 Lac
South-III Circle -Rs. 25.00 Lac
West Circle - Rs. 40.00 Lac

Road Restoration of Cable laying:

South-I Circle - Rs. 10.00 Lac
South-II Circle -Rs. 10.00 Lac
South-III Circle -Rs. 5.00 Lac
West Circle - Rs. 5.00 Lac

Duration on the contract: One year from the date of issue of order

Detailed specifications/ scope of work is mentioned in **SECTION-IV**

3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should

check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

- 3.02** Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the work.
- 3.03** Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04** This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01** At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 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 1.04(i) of section-I, the bidder shall furnish, as part of its bid, a EMD amounting to Rs. 2,00,000/- as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which could warrant forfeiture.

The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG/Fixed Deposit Receipts (FDR) from a scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) 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
- (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.
- (c) Misrepresentation of facts influencing the bidding process.

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 120 days from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier/e-mail.

13.0 ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.

14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed —“Financial Bid”. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be super scribed with —“Tender Notice No. & due date of opening.”

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid, together with the required copies, must be received by the Company at the address specified not **later than 3.30 P.M. on 22.02.2018.**

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 thereafter 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.

19.02 Company intends to award the work to one or more bidders circle-wise at L1 price.

In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit at the risk and cost of the contractor.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

- (a) Work completion schedule
- (b) Conformance to Qualifying Criteria

(c) Deviations from Bidding Documents

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

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

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

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

26.0 AWARD OF CONTRACT

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

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRAUDULENT PRACTICES

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Company of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION – III: TERMS AND CONDITIONS

1. DEFINITION

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

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

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

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

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

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

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

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

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

3. LANGUAGE AND MEASUREMENT:

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

4. SCOPE OF WORK:

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

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

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

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

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

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

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

The work area should be properly barricaded by the Contractor.

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

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

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

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

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

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

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

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

• **CONDITIONS FOR EXECUTION RR WORK:**

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

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

3. Contractor shall have to take photograph of site before and after execution of the Road Restoration work.

4. Laboratory testing of material if required shall be got done by Contractor as and when required at his cost.

5. If, any damages cause to the services of the other utility during execution of work then the same shall be rectified / repaired by contractor with his own cost or the cost incurred by the other utility shall be recovered from the bill/ bill of contractor's.

6. Proper joints are required between old road / pavement & new RR work.

7. Adjoining surfaces damaged during digging are also required to be made good by Contractor.

8. Malba / debris are to be removed prior to taking up restoration # this will help in maintaining the proper level & clean edges of restoration surface.
9. Level should be matched with existing road surface.
10. Uniform line / edges should be maintained during restoration.
11. Surface should be dressed to the desired slope so that no water accumulation takes place either on surface or around the restored surface.
12. Excavation, de-watering, Melba removal / disposal required for road restoration work.
13. The scope shall include all measures for quality control, curing, shoring, placement of concrete, proper compaction of backfilling, resurfacing / restoration of the roads and pavements
14. All the equipments, materials, labour required for completion of work is included in the scope of work.
15. Cement shall be of 43/53 Grade only
16. Providing safety measures barricading of trenches and traffic indications.
17. The work may have to be carried out simultaneously at any locations of BRPL.
18. While carrying out the Road restoration work in case of rains and other eventuality, if the trench gets filled with the foreign materials, the contractor will be required to clean the same.
19. Any work which is not as per the specifications then Contractor shall rectify at no extra cost to the company.
20. Liaisoning with MCD including getting road cutting permission, release of BG, co-ordination for extension of road cutting permission, waiver of penalties from MCD, RTO, local police or any other statutory / local bodies .

5. LANGUAGE AND MEASUREMENT:

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

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

6. VALUE OF THE CONTRACT:

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

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

7. RATES, 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

8. TERMS OF PAYMENT:

Terms of Payment For Cable Fault:

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

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

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

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

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

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

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

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

Terms of Payment For Cable Laying:

1. 90% payment on work completion as certified in work completion certificate along with QC certificate and will be released after 30 days of bill submission.
2. Balance 10% payment would be retained for Performance Guarantee, which would be released after 12 months from the date of completion of the work or on submission of equivalent Performance Bank Guarantee valid for 12 months from the date of completion of the work and on receipt of Bank Guarantee from MCD submitted by BRPL wherever applicable.

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

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

9. COMPLETION PERIOD

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

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

10. CLEANLINESS

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

11. WORK COMPLETION CERTIFICATION / HANDING OVER

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

12. EFFECTIVE DATE AND VALIDITY:

- a) The work shall be carried out as per the instruction of our Engineer In-Charge on as and when and where required as per the site conditions.

b) You are requested to mobilize your manpower and tools and tackles and furnish a list of equipments to be used for erection immediate upon receipt of CONTRACT and commence the construction activity of individual fault ID/ Scheme as per the instructions of Engineer in Charge.

The entire erection work of individual Fault ID. Scheme should be completed within the stipulated time schedule given by engineer in charge.

c) The effective date of this contract shall be 01.04.2018 and shall remain valid upto 31.03.2019.

13. PENALTY AND LIQUIDATED DAMAGES

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

13.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in individual Fault ID /scheme due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.

If the Contractor failed perform the services within the time period specified in the individual FO, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 2.0% of the FO value for each week or part there of delay until the actual date of completion up to a maximum deduction of 20% of FO value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

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

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

14. LABOUR, POWER AND WATER:

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

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

15. TRANSPORTATION

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

16. SAFETY CODE

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract.

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

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

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

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

17. STATUTORY OBLIGATIONS:

- 17.1 The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour. Broadly, the compliance shall be as detailed in **ANNEXURE I** enclosed.
- 17.2 Before issue of Work order it would be mandatory for the Contractor to furnish the Company the permanent PF code no, ESI registration, registration under W.C.T Act.
- 17.3 Group personnel accident insurance of sum assured of Rs. 10.00 Lac with table B cover for all employees working under this project to be submitted by the bidder before commencing of work.
- 17.4 The Tenderer, for carrying out any construction work, must get themselves registered with the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt .and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess The Tender shall also comply with all provisions of the said Act applicable to him.

18. WORKMAN COMPENSATION:

The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the Contractor however engaged to undertake the

jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the Contractor, the Contractor shall certify for the same.

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

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

19. STAFF AND WORKMAN

It shall be responsibility of contractor

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

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

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

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

The records shall be in the prescribed formats only.

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

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

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition

Act the rules made there under. In case of non- compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.

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

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

20. THIRD PARTY INSURANCE

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

21. SECURITY

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

22. ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site 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 workers are accountable for the following:

- 1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed

2. Keep tools in good condition
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

23. REPRESENTATION, WARRANTIES AND GUARANTEES:

The Contractor hereby represents warrants and guarantees that:

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

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

24. TECHNICAL INFORMATION/DATA:

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

25. CONFIDENTIAL INFORMATION

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

The VENDER shall, at all times use their best endeavour to keep confidential all information. Accordingly, the VENDER shall not disclose the same to any other person, provided that the provisions of this section shall not

apply to information which was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ; is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;is received by either the COMPANY or the VENDER from a third party without restrictions independently developed by either the COMPANY or the VENDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and (ii) the VENDER may provide to their employee any information necessary to carry out the services.

26. ASSIGNMENT:

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

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

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the

CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

28.0 FORCE MAJEURE:

28.1 General:

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

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

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

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

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

28.2 Specific Events of Force Majeure:

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

The following events and circumstances:

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

Explosions or fires

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

Declaration of the Site as war zone.

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

28.3 Notice of Events of Force Majeure:

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall :

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

Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event

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

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

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

28.4 Mitigation of events of force majeure:

The Contractor shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

28.5 Burden of proof:

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

28.6 Terminations for certain events of force majeure:

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

29. TEST CERTIFICATE & QUALITY ASSURANCE:

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable.

The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

30. ARBITRATION:

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

31. SECRECY CLAUSE:

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

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

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

32. RISK & COST

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

company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

33. SUB-CONTRACTING / SUBLETTING:

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

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

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

34. MATERIAL RECONCILIATION

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

35. INDEMNIFICATION:

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

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

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

36. VENDOR CODE OF CONDUCT:

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

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

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

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

37. GOVERNING LAWS AND JURISDICTION:

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

38. NOTICE:

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

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

39. PERFORMANCE:

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

40. ENTIRE AGREEMENT:

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

41. AMENDMENT:

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

42. ACCEPTANCE & TERMINATION:

40.1 Acceptance of this rate contract 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 rate contract, if, at any time during the course of the execution of the rate contract, 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 incase 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.

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.

Annexure - I

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

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

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of Company's representative not later than 7th of each month and should be disbursed through ECS mode to all workers.
- d) To maintain Wage-cum-Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time Limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)
- h) Labour license before start of work. (If applicable)
- i) Group personnel accident insurance of sum assured of Rs 10.00 Lac with table B cover to be submitted before commencing of work.

Annexure – II

TERMS & CONDITIONS FOR REVERSE AUCTION

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

Reverse auction shall be governed by following terms and conditions:

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

SECTION-IV: PRICE FORMAT

Issue to M/s: -

Road Restoration work for cable faults in BRPL. FY 2018-19					
S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR (MF)	NEW RATE ('A' x 'MF')
1	Road Restoration work for the trench excavated for laying of cable as per specification.Roads upto 20' (Category-1) As per Drg No .RR-01(A).(With Bituminous Layer).	SQM	1475.58	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
2	Road Restoration work for the trench excavated for laying of cable as per specification.Roads 20' t 40' (Category-1I)As per Drg No .RR-01(A).(With Bituminous Layer).	SQM	1475.58		
3	Road Restoration work for the trench excavated for laying of cable as per specification.Roads above 40' (Category-1II)As per Drg No.RR -01(B).(With Bituminous Layer).	SQM	1844.47		
4	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	4750.00		
5	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"x4½" x 2½") 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	761.00		
6	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	1116.00		
7	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 Coase sand) over 100mm thick CC 1:5:10 (1Cement : 5Coarse sand : 10graded stone agg. 40mm nominal size) properly compacted with mechanical vibrator i/c the cost of excavation and backfilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge	SQM	1218.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR (MF)	NEW RATE ('A' x 'MF')
8	40mm thick rough chisel dressed red sand stone flooring over 20mm thick base of 1:5 (1 Cement : 5 Coarse 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	1116.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
9	Road Restoration work of existing interlocking paver surface by P/L 60mm thick grey color interlocking paver blocks of approved design and manufactured with M-30 grade cement concrete on 50mm Jamuna sand bed over 100mm thick CC 1:5:10(1Cement :5Coarse sand:10 graded stone agg. 40mm nominal size) properly compacted with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge.	SQM	1225.00		
10	Road Restoration work of footpath with P/F precast CC slab of size 400x400x50mm of mix 1:1.5:3 (1 Cement : 1.5 Coarse Sand : 3 Graded stone agg. 20mm down nominal size) compressed under Hydraulic pressure of 3000psi in required pattern on a bed of 12mm thick (average) Cement Mortar 1:5 (1 Cement : 5 Coarse Sand) having joints not exceedin 10mm thick filled with same mortar and 6mm Cement plaster 1:1 (1Cement:1Coarse sand + marble powder) with zero size chip on the top surface for smooth finish and chamfered edges over 100mm thick CC 1:5:10 (1 Cement : 5 Coarse Sand :10 Graded stone agg. 40mm nominal size) properly with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 20cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in- charge.	SQM	1050.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR (MF)	NEW RATE ('A' x 'MF')
11	Chequerred 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	880.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
12	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	855.00		
13	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	400.00		
14	Earth work in excavation over areas (exceeding 30 cm in depth 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth. Lead upto 50 m and lift upto 1.5 m; disposed earth to be levelled and neatly dressed. All kinds of soil.	CUM	120.00		
15	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)	M	70.00		
16	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:5:10 (1 Cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	CUM	3500.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR (MF)	NEW RATE ('A' x 'MF')
17	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	4155.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
18	Providing and fixing (factory made) precast c.c. kerb stone size 300 * 300 * 15 cm with one side taper of 100 mm shadow of mix 1:1:6:3 (1cement : 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 c.m 1:2 (1 cement : 2 fine sand) including required centring and shuttering etc. complete as per direction of Engineer-in-charge.	M	445.00		
19	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete . Cold twisted bars	KG	61.00		
20	Centring and shuttering including strutting, propping etc. and removal of form for:removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	SQM	230.00		
21	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	M	231.00		
22	Providing and laying non -pressure NP3 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	M	315.00		
23	Providing and laying non -pressure NP3 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	M	463.00		
24	Providing and fixing of precast reinforced cement concrete railing of size 1000x1000x50 mm (thickness) of superior make like K. K. company or equivalent as approved by the Engineer-In-charge and as per enclosed drawig manufactured by using M-30 grade of cement concrete by Vibro Compaction process, usig G.R.P. (Glas Reinforced Plastic) joint less mould to get shuttrig finish and reinforced with one no. of 8 mm dia for steel bar in each member of railing.	SQM	835.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR (MF)	NEW RATE ('A' x 'MF')
25	12 mm cement plaster of mix : 1:4 (1 cement : 4 coarse sand).	SQM	135.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
26	15 mm cement plaster on rough side of single or half brick wall of mix :1:4 (1 cement : 4 coarse sand).	SQM	160.00		
27	Neat cement punning.	SQM	31.00		
28	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 te satisfaction of MCD and RITES	SQM	390.00		
29	Providing and applying Tack coat using hot straight run bitumen of grade 80/100 including heating the bitumen spraying the bitumen with mechanically operated spray unit fitted on bnitumen boiler, cleaning and preparing the existing road surface as per specification. On WBM @ 0.76 Kg/sqm.	SQM	35.00		
30	Providing & laying seal coat of premixed stone dust with residual petroluem bitumen of penetration 80/100 (S-90) of approved quality using 128 kg of residual petroleum bitumen per cum of fine aggregate and 60 cum of fine aggregate per 100 sqm. Of road surface i/c rolling & finishing with road roller all complete (The seal coat is to be applied immediately and rolled).	SQM	60.00		
31	Providing and laying 5cm. Thick dense bituminous concrete surface course using mineral aggregate satisfying the gradation set out in the specifcaton 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	7935.00		
32	Road Restoration work for the trench excavated for laying of cable as per specification.Roads upto 20' (Category-1) As per Drg No .RR-01(C).(With out Bituminous Layer)	SQM	1060.00		
33	Road Restoration work for the trench excavated for laying of cable as per specification.Roads 20' t 40' (Category-1I)As per Drg No .RR-01(C).(With out Bituminous Layer)	SQM	1060.00		
34	Road Restoration work for the trench excavated for laying of cable as per specification.Roads above 40' (Category-1II)As per Drg No.RR -01(D).(With out Bituminous Layer)	SQM	1624.00		

Road Restoration work for Cable Laying in BRPL. FY 2018-19					
S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR 'MF'	NEW RATE ('A' x 'MF')
1	Road Restoration work for the trench excavated for laying of cable as per specification. Roads upto 20' (Category-1) As per Drg No .RR-01(A) and cable trench type A1 to A3 B1 to B4 and C1 to C2 and Drg no.1 to 9 .(With Bituminous Layer).	SQM	1475.58	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
2	Road Restoration work for the trench excavated for laying of cable as per specification. Roads 20' to 40' (Category 2) As per Drg No. RR-01(A) and cable trench type A1 to A3 B1 to B4 and C1 to C2 and Drg no.1 to 9.(With Bituminous Layer).	SQM	1475.58		
3	Road Restoration work for the trench excavated for laying of cable as per specification. Roads above 40' (Category 3) As per Drg No.RR -01(B) and cable trench type A1 to A3 B1 to B4 and C1 to C2 and Drg no.1 to 9.(With Bituminous Layer).	SQM	1844.47		
4	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	4750.00		
5	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"x4x 2 1/2" 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	761.00		
6	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 mm 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	1116.00		
7	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	1218.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR 'MF'	NEW RATE 'A' x 'MF'
8	40mm thick rough chisel dressed red sand stone flooring over 20mm thick base of 1:5 (1 Cement : 5 Coarse sand) over under layer of CC 1:5:10 (1 Cement : 5 Coarse sand : 10 graded stone agg. 40mm nominal size) 100mm thick properly compacted with mechanical vibrator and pointing with cement mortar 1:3 (1 Cement : 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	1116.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
9	Road Restoration work of existing interlocking paver surface by P/L 60mm thick grey color interlocking paver blocks of approved design and manufactured with M-30 grade cement concrete on 50mm Jamuna sand bed over 100mm thick CC 1:5:10 (1 Cement : 5 Coarse 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	1225.00		
10	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 (1 Cement : 1 Coarse 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	1050.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR 'MF'	NEW RATE 'A' x 'MF'
11	Chequerred 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	880.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
12	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	855.00		
13	Carriage of building rubbish, material, surplus excavation by mechanical transport including loading, unloading and stacking lead upto 19.00 km unital lead upto 50 m. Building rubbish, surplus excavation malbe etc.	CUM	400.00		
14	Earth work in excavation over areas (exceeding 30 cm in depth 1.6 m in width as well as 10 sqm on plan) including disposal of excavated earth. Lead upto 50 m and lift upto 1.5 m; disposed earth to be levelled and neatly dressed. All kinds of soil.	CUM	120.00		
15	Taking out the kerb stone and refixing of the same, setting in position to the defined line, level and curvature, joined 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).	RMT	70.00		
16	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:5:10 (1 Cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size).	CUM	3500.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR 'MF'	NEW RATE 'A' x 'MF'
17	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	4155.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
18	Providing and fixing (factory made) precast c.c. kerb stone size 300 * 300 * 15 cm with one side taper of 100 mm shadow of mix 1:1.5:3 (1cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm down nominal size) steam moulded and compressed hydraulic pressure of 3000 psi in ready size and the like including fixing in c.m 1:2 (1 cement : 2 fine sand) including required centring and shuttering etc. complete as per direction of Engineer-in-charge.	RMT	445.00		
19	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete . Cold twisted bars	KG	61.00		
20	Centring and shuttering including strutting, propping etc. and removal of form for:removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	SQM	230.00		
21	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	RMT	231.00		
22	Providing and laying non -pressure NP3 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	RMT	315.00		
23	Providing and laying non -pressure NP3 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	RMT	463.00		
24	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	835.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR 'MF'	NEW RATE ('A' x 'MF')
25	12 mm cement plaster of mix : 1:4 (1 cement : 4 coarse sand).	SQM	135.00	TO BE FILLED AT THE BOX GIVEN BELOW AT PAGE NO 42	
26	15 mm cement plaster on rough side of single or half brick wall of mix :1:4 (1 cement : 4 coarse sand).	SQM	160.00		
27	Neat cement punning.	SQM	31.00		
28	Providing and laying Readymade Cold cut Bitumen wearing coarse thickness 40mm to 50mm including seal coat and compaction of the surface as per requirement and to the satisfaction of MCD and RITES.	SQM	390.00		
29	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	35.00		
30	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	60.00		
31	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	7935.00		
32	Road Restoration work for the trench excavated for laying of cable as per specification. Roads upto 20' (Category-1) As per Drg No .RR-01(C) and cable trench type A1 to A3 B1 to B4 and C1 to C2 and Drg no.1 to 9 .(With out Bituminous Layer)	SQM	1060.00		

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE 'A'	MULTIPLYING FACTOR 'MF'	NEW RATE 'A' x 'MF'
33	Road Restoration work for the trench excavated for laying of cable as per specification. Roads 20' to 40' (Category 2) As per Drg No. RR-01(C) and cable trench type A1 to A3 B1 to B4 and C1 to C2 and Drg no.1 to 9. (With out Bituminous Layer)	SQM	1060.00	TO BE FILLED AT THE BOX GIVEN BELOW	
34	Road Restoration work for the trench excavated for laying of cable as per specification. Roads above 40' (Category 3) As per Drg No. RR -01(D) and cable trench type A1 to A3 B1 to B4 and C1 to C2 and Drg no.1 to 9. (With out Bituminous Layer)	SQM	1624.00		
35	Providing and laying C.C. pavement of mix M-25 with ready mixed concrete from batching plant. The ready mixed concrete shall be laid and finished with screed board vibrator , vacuum dewatering process and finally finished by floating, brooming with wire brush etc. complete as per specifications and directions of Engineer-incharge. (The panel shuttering work shall be paid for separately). (Note:- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately).	CUM	6594.00		

Multiplying factor(MF)	
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(Range for selection of multiplying factor: **Minimum : 0.85** **Maximum: 1.15**)

ANNEXURE - A FOR ROAD WIDTH UPTO 20' WIDE ROADS

Sketch 1 (a) of 4

RR-01-A

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

50 mm thick D.B.M. →

100 mm.thick C.C. (1 : 2 : 4) →

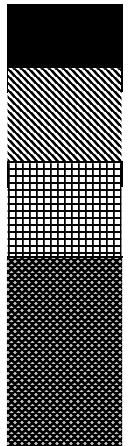
100 mm.thick P.C.C. (1 : 5 : 10) →

Compacted Earth →

3.5 Core 365 mm. Cable →



As recommended by M/s. RITES LTD.



Sketch
1 (a)
of 4

FOR ROAD WIDTH FROM 20' TO 40' WIDE ROADS

Sketch 2 (a) of 4

RR-01-A

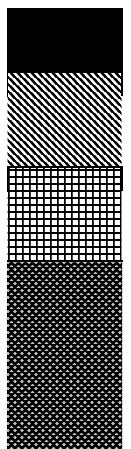
For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.

50 mm thick D.B.M. →

100 mm.thick C.C. (1 : 2 : 4) →

100 mm.thick P.C.C. (1 : 5 : 10) →

Compacted Earth →



3.5 Core 365 mm. Cable

As recommended by M/s. RITES LTD.

Sketch
2 (a)
of 4

FOR ROAD WIDTH ABOVE 40' WIDE ROADS

Sketch 3 (a) of 4

RR-01-B

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

50 mm thick D.B.M.



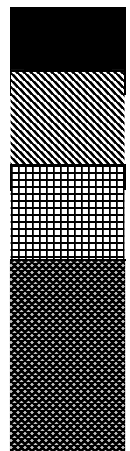
100 mm.thick C.C. (1 : 2 : 4)



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



Compacted Earth



Sketch
3 (a)
of 4

3.5 Core 365 mm. Cable



As recommended by M/s. RITES LTD.

ANNEXURE - B

FOR ROAD WIDTH UPTO 20' WIDE ROADS

Sketch 1 (a) of 4

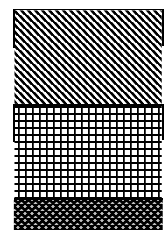
RR-01-C

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

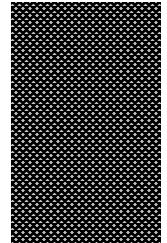
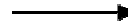
100 mm.thick C.C. (1 : 2 : 4)



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



Compacted Earth



3.5 Core 365 mm. Cable

Sketch 1
(a) of 4

As recommended by M/s. RITES LTD.

FOR ROAD WIDTH FROM 20' TO 40' WIDE ROADS

Sketch 2 (a) of 4

RR-01-C

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

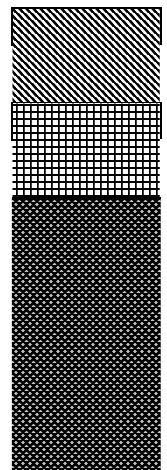
100 mm.thick C.C. (1 : 2 : 4)



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



Compacted Earth



3.5 Core 365 mm. Cable

Sketch 2
(a) of 4

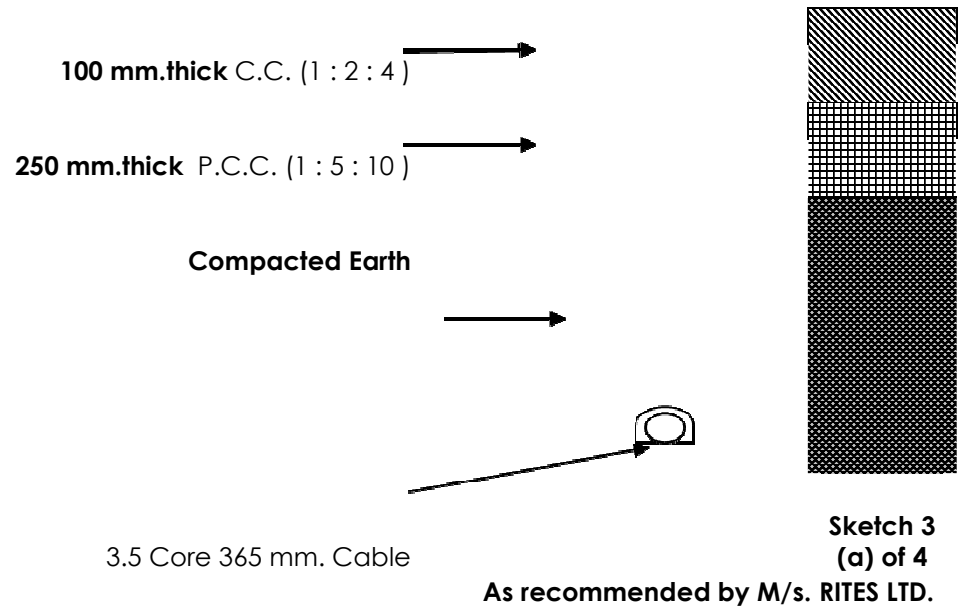
As recommended by M/s. RITES LTD.

FOR ROAD WIDTH ABOVE 40' WIDE ROADS

Sketch 3 (a) of 4

RR-01-D

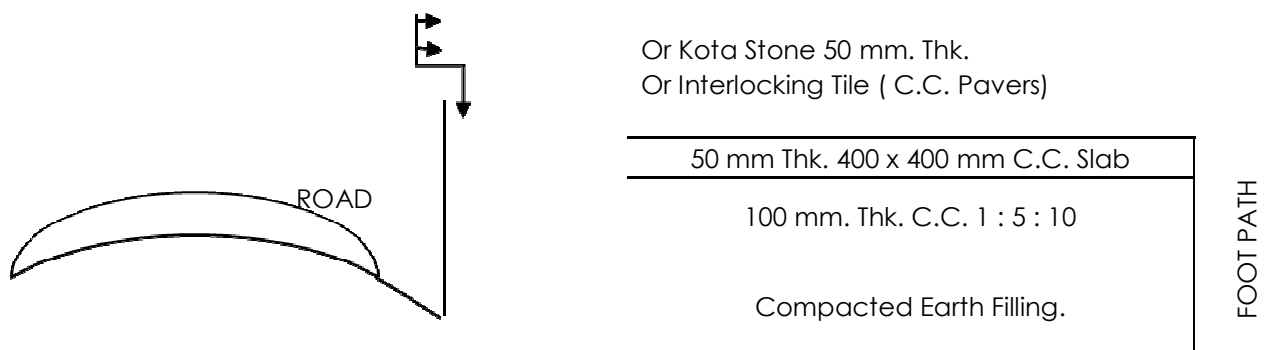
For laying of cable of 3.5 core of size 300 mm. pit size 450 mm. x 900 mm.



ANNEXURE - A

Sketch 4 of 4

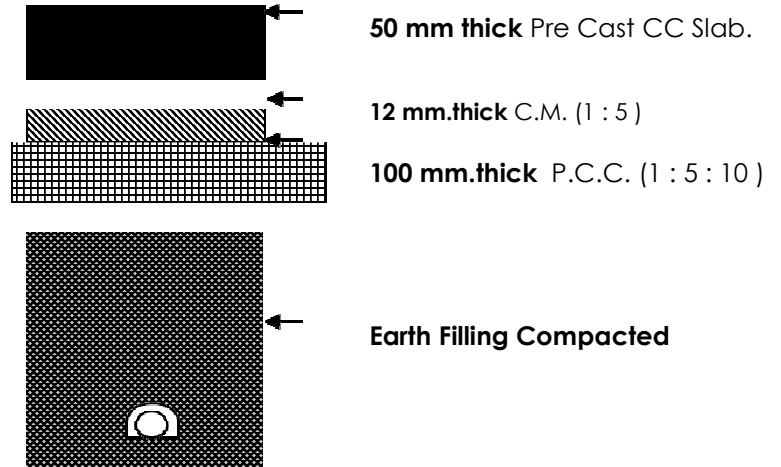
To be Executed as per site condition. To prepare Sq. m. rate by taking item rate from Annexure " C " and approval by G.M. (O&M).



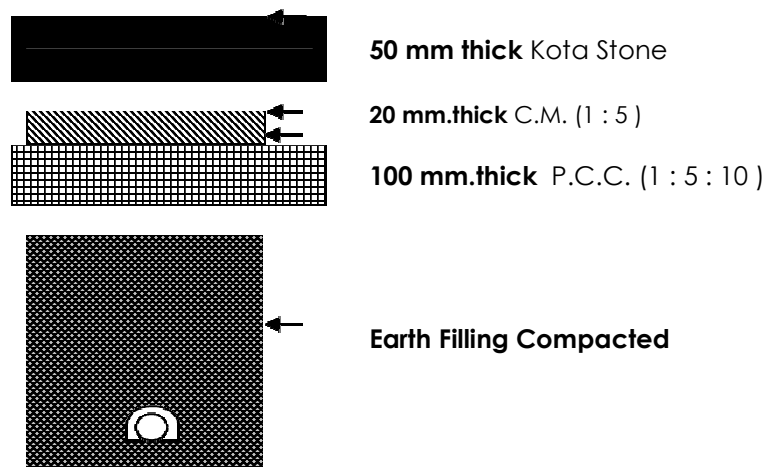
Details of Foot Path Along roads under PWD & MCD.

ANNEXURE - 1 to 7

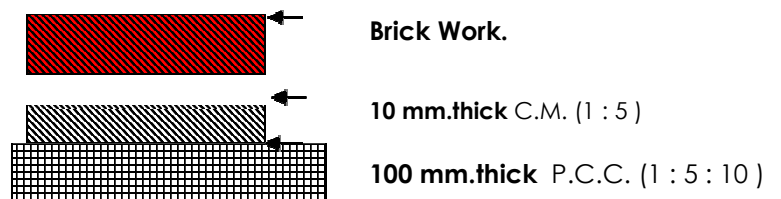
- 1 Road Restoration Work after laying of cable in Pre Cast CC Slab.

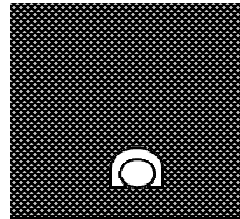


- 2 Road Restoration Work after laying of cable in Kota / Rajasthan stone Road



- 3 Road Restoration Work after laying of cable in Brick Road





← Earth Filling Compacted

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



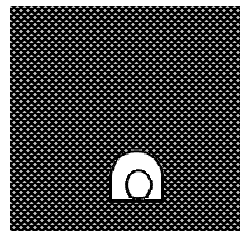
← Inter locking Tiles



← 50 mm.thick Sand



← 100 mm.thick P.C.C. (1 : 5 : 10)



← Earth Filling Compacted

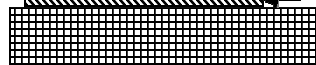
5 Road Restoration Work after laying of cable in Agra stone .



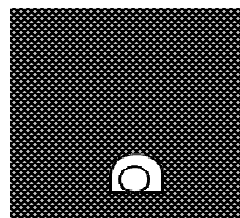
← 40 mm thick Kota Stone



← 20 mm.thick C.M. (1 : 5)



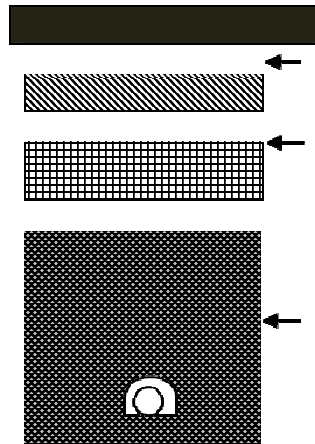
← 100 mm.thick P.C.C. (1 : 5 : 10)



← Earth Filling Compacted

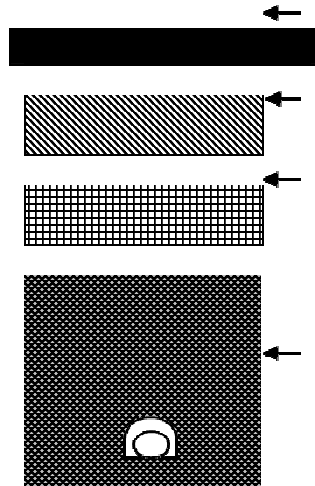


6 Road Restoration Work after laying of cable in Chequerred Tiles .



22 mm thick Chequerred Tiles
20 mm.thick C.M. (1 : 4)
100 mm.thick P.C.C. (1 : 5 : 10)
Earth Filling Compacted

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



25 mm thick Asphaltic Top Layer
100 mm.thick .C.C. (1 : 2 : 4)
100 mm.thick P.C.C. (1 : 5 : 10)
Earth Filling Compacted