



Tender Notification for

Construction of boundary wall at proposed 66/11 KV grid, Goyala Khurd

NIT NO. CMC/BR/21-22/RB/CR/SS/0967 DT: 27.11.2021

Due Date for Submission: 10.12.2021 (3:45 PM)

Due Date for Opening: 10.12.2021 (04:00 PM)

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number:

U74899DL2001PLC111527

Telephone Number: 011-49207235

Website: www.bsedelhi.com



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SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

BRPL invites sealed tenders in 2 envelopes for **“Construction of boundary wall at proposed 66/11 KV grid, Goyala Khurd”**.

- 1.01** . The bidder must qualify the requirements as specified in clause 2.0 stated below.
The sealed envelopes shall be duly super scribed as **“Construction of boundary wall at proposed 66/11 KV grid, Goyala Khurd”**

“NIT NO. CMC/BR/21-22/RB/CR/SS/0967 DT: 27.11.2021 DUE ON DT 10.12.2021”.

Estimated cost of work	: Rs 95.5 Lakhs i/c GST
Earnest money Deposit	: Rs 1.91 Lakhs
Cost of Tender form (Non- Refundable)	: Rs. 1180/-
Duration of the Work whichever is earlier)	: 120 days (from date of issuance of LOI/order
Tender documents on sale	: 27.11.2021 (working days)
Date & time of Submission of Tender	: 10.12.2021 till 15:30 HRS
Date & time of opening of Tender	: 10.12.2021 till 15:45HRS

- 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 upto **10.12.2021, 1.00 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.

- 1.02** Offers will be received upto **10.12.2021, 3:45 PM**. at the address given below. Part A of the bid shall be opened on **10.12.2021.2021, 4:00 PM**. It is the sole responsibility of the bidder to ensure that the bid documents reach this office

- 1.03** 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. 1,91,000/- 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:-

(A.1) Technical Qualification Criteria:

(A.1.1) Bidder must have executed the works of like nature and shall have extensive experience of carrying out similar types of work as specified in the attached BOQ. They should have successfully completed in preceding five years:-

Three similar completed works of executed value not less than amount equal to Rs. 40 Lakhs (i/c GST) each

Or

Two similar completed works of executed value not less than amount equal to Rs. 60 Lakhs (i/c GST) each

Or

One similar completed work of executed value not less than amount equal to Rs. 80 Lakhs (i/c GST) each

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

(A.2) Commercial Qualification Criteria :

(A.2.1) The bidder should have average annual turnover of Rs. 2 Crores in the last three financial years i.e. FY 2018-19 & FY 2019-20 & FY 20-21. Bidder to provide UDIN based CA certificate / balance sheet as proof of the same. In case the audited balance sheet is not available with the bidder for 20-21, the bidder shall submit the audited balance sheet for FY 17-18 or turnover certified by the auditor of the firm for FY 20-21.

(A.2.2) Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lakhs from any nationalized/ scheduled commercial bank. It should not be older than 01.04.2020.

(A.2.3) Bidder should have valid Registration No. of GST.

(A.2.4) Bidder should have PAN No. & should fulfill all statutory compliances like PF, ESI registration etc.

(A.2.5) Entities that have been debarred/blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents. Vendors/ Agencies who have been debarred/ blacklisted/ suspended by BRPL in last 3 financial years will not be considered in this tender.



(A.2.6) The bidder should submit an undertaking certified by their auditor for “No Litigation” / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

(A.2.7) The bidder should give an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

Please note that by participation in tender and submission of bid, the bidder authorize BRPL to verify the bidder’s credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client. If required, BRPL may also direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL. That upon demand the bidder shall be providing such details to BRPL within timelines provided by BRPL. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged or the default from the side of bidder in providing the details for verification, BRPL at its sole Discretion shall be free to take all actions as permitted under law, including forfeiture of EMD disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

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

Please Note:

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

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

- ✓ Last three Financial Years (FY 18-19, FY 19-20 & FY 20-21) financial statement
- ✓ Bidder to submit UDIN based CA Certificate showing upto date all statutory compliance like GST returns/ PF and ESI returns etc. i.e upto FY 20-21
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ No of Employees detail



- ✓ Premises Detail and addresses across India

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

3.0 Bidding and Award Process

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

3.01 BID SUBMISSION

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

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

- PART A :: **TECHNO-COMMERCIAL BID** comprising of following
- EMD of requisite amount
 - Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website
 - Documentary evidence in support of qualifying criteria
 - Any other relevant document
 - Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.
 - Duly filled, signed & stamped Bid Form (Format given in Annexure-II)

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

○

- PART B :: **FINANCIAL BID** comprising of
- Price strictly in the Format enclosed in **SECTION V**

3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Pre-bid Queries, if any	Queries be addressed to amitava.nandi@relianceada.com , 011-49209619/ shilpa.suman@relianceada.com, 011-49209878	10.12.2021 02:30 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. 	10.12.2021, 3:45 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. 	10.12.2021 3:45 PM

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

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

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **10.12.2021 up to 15:45 Hrs.** After techno-commercial evaluation, the qualified tenders will be informed immediately.

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



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

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

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

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

4.0 Award Decision

4.01 Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.

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

4.03 In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award work to other

5.0 Market Integrity

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

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

6.0 Confidentiality

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

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

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



7.0 Contact Information

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

	Technical	Commercial
Contact Person	Head –EHV Projects Civil. Copy to :Head Contracts	Head Contracts
Mail ID	rajinder.rajpai@relianceada.com	ananda.raj@relianceada.com amitava.nandi@relianceada.com shilpa.suman@relianceada.com
Address	20no. Building 5 th Floor, Nehru Place New Delhi-110019.	C&M Deptt. 1 st Floor, C-Block, BSES Rajdhani Power Ltd. BSES Bhawan, Nehru Place, New Delhi-110019

SECTION – II: INSTRUCTIONS TO BIDDERS

A. GENERAL

- 1.0 BSES Rajdhani power Ltd, hereinafter referred to as “The Company” are desirous for **Construction of boundary wall at proposed 66/11 KV grid, Goyala Khurd** ”as notified in this tender document.

2.0 SCOPE OF WORK :

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

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the work.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.



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

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01** At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment or by issuing corrigendum to the NIT at the website of the company.
- 6.02** The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and the bidder shall hereby agree to have received and taken into consideration of the amendments in their submitted bids hence the same shall be binding on them.
- 6.03** In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that



this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT).
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 BID FORM

9.01 The Bidder shall submit “Original” Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

9.02 EMD

Pursuant to Clause 1.04(i) of section-I, the bidder shall furnish, as part of its bid, an EMD 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 from a nationalized/ scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders

The bidders who are not technically qualified, EMD shall be refunded after price bid opening.

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

The amount of EMD by the lowest bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.
- (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 90 days from the date of opening of the Bid.
- 12.02** Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier/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 03.08.2021.**

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.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS



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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01** Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03** Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04** Bid determined as not substantially responsive will be rejected by the Company and/or the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

- (a) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. The cost of all quantifiable deviations and omissions from the

specification, terms and conditions specified in Bidding Documents shall be evaluated. The



Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

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

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

26.0 AWARD OF CONTRACT

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

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRAUDULENT PRACTICES

- 29.01** The Company requires that the Bidders observe the highest standard of ethics during the



procurement and execution of the Project. In pursuance of this policy, the Company:

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

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

SECTION – III: TERMS AND CONDITIONS

1.0) DEFINITIONS:

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

- a. Company shall mean BSES Rajdhani Power Limited, having its office at BSES Bhawan, Nehru Place, New Delhi – 110019 and shall include its authorized representatives, agents, successors and assigns.
- b. Engineer in Charge (EIC) shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.
- c. Contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded.
- d. Sub-Contractor shall mean the persons, firm or company to whom any part of the contract has been sublet by the Contractor with the prior written consent of the Company.
- e. Contract, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any,



tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed.

- f. Site, shall mean the actual place in over or under which, permanent works or temporary works is to be executed by the Contractor.
- g. Contract Price shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.
- h. Temporary Works shall mean all temporary works of every kind required in or about the execution or maintenance of the works.
- i. Permanent Works shall mean the permanent works to be executed and maintained in accordance with the Contract.
- j. Specifications shall mean specification referred to in the tender and any modification thereof or addition thereto as may, from time to time be instructed by the Company/ the Structural Consultant.
- k. Drawings shall mean the drawings issued along with this tender and any modification in such drawings issued by the Structural Consultant/ the Company from time to time.
- l. Approved, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and "approval" means approval in writing by Company, including as aforesaid.
- m. **Language and Measurement:**

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

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

- n. **Cost:**

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

- o. **ENGINEER IN-CHARGE:**

The term "Engineer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the work. For this order Engineer In Charge shall be Sr.AsVP (Civil) Projects, West BRPL..



2.0) PERFORMANCE BANK GUARANTEE :

- 2.1) The contractor to furnish Security Performance Bank Guarantee issued on behalf of Contractor in the prescribed format within fifteen (15) days from the date of issuance of Work Order for due performance of this Contract. The same shall be released after completion of the job.
- 2.2) The security Performance Bank Guarantee shall be of five percent (5%) of total contract value and shall be valid till completion of contract, plus three (3) months towards claim period.
- 2.3) Performance Bank Guarantee shall be issued from any nationalized bank as per Company format.
- 2.5) The Company shall reserve the right to invoke the performance bond unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 2.6) In the event, in Company's sole judgment, if the Contractor has fulfilled all its obligations under this Contract, Company shall release the performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation, then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

3.0) TERMS OF PAYMENT:

3.1) Payment for works

3.1.1) 90% payment against completion of work on pro-rata basis within 30 days on submission of bills duly certified by Engineer-In-Charge. For Certification of work completion our EIC shall be Sr.AsVP (Civil) Projects, West BRPL. Running bills can be processed for maximum 90% amount of the order value.

No payment shall be retained for quality control clearance. However, QC department will inspect the site & their clearance is required for declaration of 'completion of work'.

3.1.2) Balance 10% of payment would be retained for performance guarantee against defect liability which would be released after 12 months after the completion of the project or on submission of equivalent performance bank guarantee.



- 3.2) After verification by the EIC of the running bills complete along with measurement sheets and required documents submitted by the Contractor, an interim certificate for 90% payment shall be issued stating the amount due to the Contractor taking into account:
- a) All the works executed under the instructions, acceptance and certified by the EIC and based on the rates and terms of work order/ Contract.
 - b) Payments already made or certified.
 - c) Recovery of materials, water, electricity etc. supplied by Company.
 - d) Recovery of advance payments if any, retention money and any other dues to be recovered from the Contractor under the Contract.
- 3.3) The Contractor shall submit the final bill along with duly checked final measurements and completion certificate towards the successful completion of the Contract as certified by the EIC.
- 3.4) Payment of final bill shall not be considered conclusive evidence as to the sufficiency of any work or materials, to which it relates, nor shall it relieve as to the sufficiency of work or materials which it related, nor shall it relieve the Contractor from his liabilities arising from any defects, which become apparent during the Defects Liability Period.

4.0) TAXES & DUTIES:

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

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

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

5.0) TENDER RATES & PRICES ALL INCLUSIVE:

- 5.1) The prices/rates quoted for each item/work in the BOQ shall be inclusive of all direct and indirect costs, insurances, statutory charges, statutory fees, royalties, taxes on quarried items, duties, only GST shall be shown separately. i.e. incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Company.
- 5.2) The rates quoted for each item/work in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer In Charge including any extension (s) of time that may have been granted to the contractor under the scope of this



Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Company.

- 5.3) The Contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent's etc. to perform its obligation under this Contract and shall indemnify the Company in all related matters.

6.0) MATERIALS & WORKMANSHIP:

6.1) Quality Assurance Programme:

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

6.2) Quality of materials and workmanship and tests:

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

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

6.3) Cost of samples and tests:

All samples shall be supplied to Company if required by the Contractor at his own cost. The Contractor shall take approval of the EIC prior to start the work for all samples of materials



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

6.4) Sampling and Testing Concrete on Site

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

6.5) Inspection of operations:

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

6.6) Examination of work before covering up:

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

7.0) MOBILISATION:

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

8.0) DEFECT LIABILITY PERIOD:

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



9.0) DAMAGE OF PRIVATE PROPERTIES / LIFE:

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

10.0) APPROACHES:

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

11.0) SITE OFFICE AND SITE FACILITIES:

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

11.1) The Contractor shall strictly control the labour so that the site is not polluted, made dirty or littered with debris, wastes or the likes.

11.2) Any person, labour found creating mess or litter or pollution shall be removed from the site immediately at the Contractors cost and shall also be subject to penalty at the discretion of the EIC.

11.3) Water & Power:

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



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

11.4) Watching & Lighting:

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

12.0) TIME & PERIOD:

Time is the essence of this Project and the Project shall be completed within 120 days from the date of issue of Letter of Intent or Work Order whichever is earlier, including mobilization period and monsoon.

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

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

13.0) LIQUIDATED DAMAGES:

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

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

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

14.0) EXTENSION OF TIME LIMIT & TIME OVER RUN:



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

15.0) RELEASE OF INFORMATION AND CONFIDENTIALITY:

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, drawings, records and other documents shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

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

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

16.0) SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:

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



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

17.0) AWARD / SUBLETTING OF CONTRACT:

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

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

18.0) SITE LOCATION:

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

19.0) SAFETY REGULATIONS:

- 19.1) The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises.
- 19.2) The Contractor shall indemnify the Company from any consequence arising due to contractor's failure in respect to safety compliance.
- 19.3) First Aid facilities at easily accessible place shall be provided by the Contractor at his own cost as per provisions of Labour act or as advised by the Company wherever works are carried out.
- 19.4) All critical injuries shall be reported promptly to the Company. The report shall cover type, nature, cause, physician's report and actions for prevention of those types again.
- 19.5) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Company.
- 19.6) The cost so incurred by the Contractor in providing for safety standards and requirements as above shall be deemed to be included in the rates quoted for various items under the scope of Contract and no extra amounts shall be payable to the contractor on this account.



- 19.7) The Contractor shall furnish to the Company within seven days from issue of LOI or Work Order whichever is earlier, for approval of Company, the proposed safety programme on how it intends to implement the safety procedures and precautions to ensure that the site is accident free.

20.0) CO-ORDINATION WITH OTHER AGENCIES:

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

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

21.0) MAINTENANCE OF WORK:

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

22.0) TESTING OF MATERIALS:

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

23.0) STATUTORY OBLIGATIONS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour. Broadly, the compliance shall be as detailed in **ANNEXURE I** enclosed.

Before issue of Work order it would be mandatory for the Contractor to furnish the Company the permanent PF code no, ESI registration, registration under W.C.T Act.

The bidder for carrying out any construction work, must get themselves registered with the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt .and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour



Dept.). As per this Act, the 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.

24.0) MEASUREMENT OF WORK:

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

25.0) ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

Contractors must comply with these requirements:

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

All Contractor/workers are accountable for the following:

- 1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as required/instructed.
- 2. Keep tools in good condition.
- 3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
- 4. Develop a concern for safety for themselves and for others.
- 5. Prohibit horseplay.



6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.
- i. ID CARD: No contractor will issue any ID cards to their staff on their own. All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule. Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.
BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

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

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

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

1. No construction material/ debris shall be stored on metalled road.
2. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
3. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
4. The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
5. Over loading of vehicles shall be strictly prohibited
6. The construction material at site shall be stored under wet and covered condition.
7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
8. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.



9. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
10. Wet jet in grinding and stone cutting is being permitted at site.
11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

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

26.0) GENERAL CONDITIONS:

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

27.0) INSURANCE:

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

27.1) WORKMEN COMPENSATION:



The Contactor shall take at his own cost 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 provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved 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.

27.2 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 or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or not engaged for the work of the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

27.3 GROUP PERSONAL ACCIDENTAL INSURANCE POLICY:

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



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

27.4 INSURANCE FOR COVID 19:

Before commencing the execution of the work the contractor shall take insurance policy for covering death against Covid 19 for the staff engaged by them for this work to insure against any loss of life which may occur during the contract. The contractor has to take "No fault liability policy" which shall have coverage of Rs. 10 Lacs per employee. The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

28) GUIDELINES FOR WORKING IN COVID19 SITUATION:

Looking to the present Covid19 situation, contractor shall ensure that the work carried out in the field by their staff shall be as per the guidelines issued by BRPL & MHA from time to time. Further, the contractor shall be required to provide to their staff masks/ sanitizers/ all PPE required for working in Covid19 situation. The contractor shall further ensure to work as per the guidelines of BRPL Engineer in charge.

29.0 TERMINATION OF CONTRACT:

If in case the Contractor;

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

For the purpose of this Sub-clause

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

“Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of a Contract detriment to Company and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- d) Has abandoned or repudiated the Contract
- e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Company to proceed.
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
- g) Refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Company that the Contractor can attain completion of the Facilities by the time for completion.

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

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

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

30.0) SETTLEMENT OF DISPUTES/ ARBITRATION:

30.1) To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration shall be undertaken by sole arbitrator jointly appointed by the parties. In case failure by the parties in appointing the sole arbitrator, the same shall be appointment under the provisions of Arbitration and Conciliation Act 1996 and the award of the said sole arbitrator shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and



the venue of such arbitration shall be in the city of Delhi only. The language of Arbitration shall be English.

31.0) QUANTITIES IN THE BOQ:

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

32.0) VARIATIONS AND EXTRA ITEMS

- 32.1) The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Engineer in charge.
- 32.2) The Engineer In Charge may, at his discretion, from time to time, issue further drawings and/or written instructions, details, directions and explanations which are herein after referred to as “EIC’s Instructions” in regard to:
- a) The variation or modification of the design, quality, specification or quantity of works or the omission or substitution of any work.
 - b) The timing or sequencing of work.
 - c) Any discrepancy between the drawing and / or the Bill of Quantities and / or Specifications.
 - d) The removal from the site of any materials/ equipment/ resources brought thereon by the Contractor and the substitution of the same thereof.
 - e) The Execution of additional works of any kind necessary of the completion of the work.
 - f) The removal and /or re-execution of any works executed by the Contractor.
 - g) The substitution from the site of the works of any person employed there upon.
 - h) The amending and making good of any defects under clause “Defects Liability”
 - i) The opening up for inspection of any work covered up.
 - j) Changes in lines, levels, positions and dimensions of any part of the Work.
- 31.3) The Contractor shall forthwith comply with and duly execute any work comprised in such EIC’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his supervisor upon the works by the Engineer In Charge shall if involving a variation be confirmed in writing by the Contractor within seven days and the Engineer in charge’s written approval is obtained.
- 31.4) If compliance with the Engineer In Charge’s Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this Contract by the Contractor, the EIC shall pay to the Contractor the cost of the said work as an extra to be valued and as hereinafter provided.



- 31.5) No such variation shall in any way vitiate or invalidate the Contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the final certification.
- 31.6) No such variations shall be carried out by the Contractor without instructions, in writing from the Engineer in charge. Provided that no instructions in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. If the Engineer in charge shall consider it desirable to give any instructions verbally, the Contractor shall comply with such an instruction and any confirmation in writing of such verbal instruction given by the Engineer in charge whether before or after the carrying out of such work, shall be deemed to be an instruction in writing within the meaning of this clause. Provided further that if the Contractor shall within 7 days confirm in writing to the Engineer in charge and such confirmation shall not be contradicted in writing within 30 days by the Engineer in charge, it shall be deemed to be an instruction in writing by the Engineer in charge.
- 31.7) All extra or additional work done on the instructions of the Engineer In Charge shall be valued at the rates and prices set out in the Contract. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between Company and the Contractor as per the following, in the order of preference:
- (i) The rate shall be derived from any one of the quoted rates for similar items of work in the tender.
 - (ii) In case similar items are not available in the tender, then rates shall be worked out as per the following:
 - a) The direct cost of labour including indirect charges thereon. The labour components shall be computed wherever possible from the related BIS Codes and the quantity of materials to be based on consumption factor as per standard norms or as accepted by the EIC.
 - b) The material cost inclusive of taxes, levies, fees, duties etc. as delivered to the site. Proof of cost in form of an invoice to be submitted along with the extra work claim along with other working documents.
 - c) The Plant & Equipment cost inclusive of hire charges of plant & equipment and operational charges as per standard norms or as accepted by the EIC.
 - d) In addition the Contractor shall be entitled to payment towards overheads and profit.
- 31.8) In cases where the items of works are not accepted as complete, or not fully in accordance with the Specification, the Engineer in Charge shall make payments of such items at such reduced rates, as he may consider reasonable in approval of Interim Bills and the Final Bill.
- 31.9) In all cases the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the Engineer in Charge. The Engineer in Charge on establishing the



validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.

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

32.0) EXECUTION OF ADDITIONAL WORKS:

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

33.0) FORCE MAJEURE:

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

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

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



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

34.0) INDEMNITY:

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

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

35.00 RISK & COST:

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

36.00 SECRECY CLAUSE:

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

36.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the



Contractor during the executions of this Work Order, if any, immediately after they have been used for agreed and approved purpose.

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

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

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

37.00 NOTICE:

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

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

38.00 VENDOR CODE OF CONDUCT

Contractor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL (www.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.



39.00 ACCEPTANCE:

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

SECTION-V: BILL OF QUANTITY/PRICE FORMAT

Estimated cost:-Item Rate
Earnest money:-Rs. 1,91,000
Completion period:- 120 days

Name of work: - Construction of boundary wall at proposed 66/11 kv grid sub-station Goyla Khurd					
S.No	Description of Item	Unit	Qty	Rate	Amount
1	Earthwork in excavation for foundation for structures including all lifts and leads complete as per drawing and Technical Specification All types of soil, including backfilling up to ground level with approved material as directed by Engineer incharge	CUM	692.46		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- All work upto plinth level 1:4:8 (1 Cement : 4 Coarse Sand : 8 Graded stone agg. 40 mm nominal size).	CUM	40.88		
3	Providing & Laying Ready mix(RMC) Cast in-situ controlled cement concrete of M-25 grade in various locations, laid compacted and cured. Item to include approved shuttering at all heights and levels for concrete finish, bracing, bolting, wedging, easing, striking, removal, cost of construction/contraction/control joints etc. complete. Props using X and K bracings (wooden ballies or props shall not be allowed) allowance for forming grooves, dirp throats, chamfers, cut outs, opening etc wherever called for and for dressing with approved shuttering oil to prevent adhesion. The shuttering shall be of marine ply of required thickness (min. 12 mm thick) or 4 mm thick steel plates adequately stiffened and braced as approved by Engineer to pattern include the cost of admixtures/plasticisers if used by the contractor. Providing & laying M-25 grade cement concrete to be placed in raft, pedestal, columns, tie beams etc upto desired level including the cost of shuttering , centering, compacting, curing etc all complete as per the drawing given in this tender document & directions of Engineer-in-Charge	CUM	381.53		
4	Centering and shuttering including strutting, propping etc. and removal of form for all heights : Foundations, footings, bases of columns, etc. for mass concrete	SQM	58.00		

5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Cold twisted bars	MT	48.60		
6	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	KG	2053.00		
7	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes.	KG	330.00		
8	Providing and fixing M.S. Sheet of required thickness to M.S. frames by welding. (The cost includes the cost of M.S. sheet, cutting, straightening, labour, cartage, welding rods, hire charges of welding machine etc. complete) as per direction of Engineer-In-Charge.	KG	99.00		
9	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape (R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately.	M	387.00		
10	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	SQM	115.10		
11	Providing/fixing by welding (IRC fabric) welded mesh of size 25x75 mm of weight not less than 7.75 KG/ SQM to the frame of MS angles, tees, etc. including priming coat of approved brand.	KG	51.00		

12	Providing and fixing M.S. Hinges made out of 40x40 mm sq bar including drilling holes & making rod of size 10 mm so that the movement is free when inserted and welding the same to the posts and door frame complete as required.	Pair	144.00		
13	Pre-cast RCC with M-30 grade in tie beams, boundary wall, gutter, window sills, lintels, steps of staircase, cover of drain, sum, manholes and all other locations as called for etc compete cast to profile and thickness required and or as directed, cured, hoisted and installed at all stages including necessary formwork/mould made up of plywood/steel etc for concrete finish F4 adequately framed, braced and stiffened align in position, necessary temporary supports wherever called for etc to the thickness required and or as directed by the Engineer. The rate is also to include the cost of transporting, placing, aligning, providing temporary supports and stays for pre-cast concrete members in a approved manner. Reinforcement shall be paid separately.	CUM	155.00		
TOTAL AMOUNT					
ADD GST @ 18%					
TOTAL AMOUNT I/C GST					
1	All material to be arranged by the contractor and all test certificates are to be furnished by the contractor including cement used for the work.				
2	I / We have read the terms and conditions with specifications, schedule of quantities and other relevant details pertaining to work and agree to abide by them.				
3	I / We agree to carry out the above said work for total value (In Figures) (In Words) at the rates specified in schedule of quantities.				
	<div style="text-align: right;">Signature.....</div> <div style="text-align: right;">Name & Address.....</div> <div style="text-align: right;">.....</div>				

ANNEXURE-I

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

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

The Contractor must follow:

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



ANNEXURE- II

BID FORM

To

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

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

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

Dated this..... day of..... 2017

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



CAPITALS).....

ANNEXURE-III

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 2017 _____.

THE CONDITIONS of this obligation are:

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

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

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) Fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/ Terms and Conditions;

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

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

(Stamp & signature of the bank)
Signature of the witness

ANNEXURE – IV

TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BRPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno 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 original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event.
12. In case RA is not conducted/concluded for any reason, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

ANNEXURE-V
Communication Details

Bidder should furnish the below details for future communication:-

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

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

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