

**BSES YAMUNA POWER LTD (BYPL)**

**Notice Inviting Tender (NIT)**

**for**

**“CONSTRUCTION OF DOUBLE STOREY BUILDING AND  
OTHER ASSOCIATED CIVIL WORK REQUIRED FOR  
CONVERSION OF 33/11 KV GRID FROM OUTDOOR AIS TO  
INDOOR GIS AT MOTIA KHAN GRID”**

**NIT No.: CMC/BY/21-22/RS/PM/36**

**Due Date for Submission: 27.01.2022, 15:00 HRS**

**BSES YAMUNA POWER LIMITED,**

Shakti Kiran Building, Karkardooma, New Delhi - 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91-011-41247191

(This document is meant for the exclusive purpose of bidding against this NIT No. /Specification and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued).

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## **SECTION- I**

### **REQUEST FOR QUOTATION (RFQ)**

#### **1. GENERAL**

BSES Yamuna Power Limited invites sealed tenders on a **“Single Stage: Two Envelope”** bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for “Construction of Double Storey Building and Other Associated Civil Work required for Conversion of 33/11 KV Grid from Outdoor AIS to Indoor GIS at Motia Khan Grid”. The bidder must qualify the requirements as specified in “clause 3 -Qualifying Requirements” of this RFQ. The sealed envelopes shall be duly superscribed as:

**“Construction of Double Storey Building and Other Associated Civil Work required for Conversion of 33/11 KV Grid from Outdoor AIS to Indoor GIS at Motia Khan Grid”**

**“NIT NO CMC/BY/21-22/RS/PM/36”**

- 1.1. Detailed Specification, Scope of Work, and Terms & Conditions are given in the Tender, which is available on our website as per the following schedule:

Estimated cost of Contract:	₹5.38Cr.(Including GST@18%)
Completion period of the Contract:	09 Months.
Date & time of Pre Bid Meeting:	17.01.2022 at 15:00 HRS (For detail refer Cl. No. 4, Pre-Bid Meeting)
Date &Time of Submission of Bid:	27.01.2022 till 15:00 HRS (For details refer Cl. No. 5, Bid Submission)
Date &Time of Opening of Techno-Commercial Bid:	28.01.2022 at 15:00 HRS (Opening of techno-commercial bid)
Date & Time of opening of Price Bid:	To be informed separately

Tenders shall be opened digitally at the time and date as specified in the tender documents in the meeting to be organised at Zoom web conferencing platform and in the presence of those bidders or their authorized representatives who may choose to be present. The details of the proposed Zoom meeting are given below: -

Link: - <https://zoom.us/j/8672899211>

Meeting ID - 867 289 9211

Password - 654321

## **2. POINTS TO BE NOTED**

2.1 BSES YAMUNA Power Ltd reserves the right to accept/reject any or all Bids without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing Purchase/ Work Order. The bid will be summarily rejected if:

- Bid does not contain prices as per price break-up given in price format.
- Bid does not contain complete Techno-commercial details supported by relevant documents.
- Bid received after due date and time.
- Earnest Money Deposit (EMD) of Rs. 5.38 lakhs is not deposited in the shape of Bank Draft/Pay Order/FDR/BG/RTGS/NEFT drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.

## **3. QUALIFYING REQUIREMENTS (QR):**

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding.

### **3.1 Technical Criteria:**

- a) The bidder must be a reputed civil contractor and must have executed the Civil Work of Building construction Or, Civil work of Grid Construction with any reputed organization / Government organization / Public Sector undertaking / Electricity Distribution Company in the last five (05) years.
- b) The bidder should have a full-fledged statutory compliance team. The Head/ in-charge of the team should be competent enough to take all decisions related to the contract.
- c) The bidder should have requisite skills, knowledge, expertise, experience, and system as per the requirement of the company and the capability to act as Civil Contractor with the trained and experienced person with the requisite skill and knowledge to perform the function.
- d) Bidder must have a minimum of Five (5) years of extensive experience in the execution of Civil Work Contract.

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

### **3.2 Financial Criteria:**

- a) The bidder must have executed a single order of minimum value of ₹ 3.78 Crore or two orders of minimum value ₹ 2.7 Crore each or three orders of minimum value Rs 1.88 Crore each for Civil Work of Building construction Or, Civil work of Grid Construction with any reputed organization / Government organization / Public Sector undertaking / Electricity Distribution Company in the last seven (07) years.
- b) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY 2020-21, FY 2019-20 & FY 2018-19) as on the date of Techno-Commercial bid opening, should not be less than ₹ 5.0 Crores (Five Crore). The bidder has to submit the Annual Turnover Report of the last 3 years duly certified by Chartered Accountant. The Turnover certificate must have UDIN Number.
- c) The net worth of the bidder should not be less than 25% (Twenty-Five Percent) of the estimated cost of this tender as on the last day of the preceding financial year on the date of Techno-commercial bid opening. The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e., FY 2020-21. The Network certificate must have UDIN Number.

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

**Note:**

1. Bidder should have valid Registration No. of GSTIN. Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.
2. Bidder shall submit an undertaking that the bidder has not been blacklisted/debarred by any central/state government or by any other institution including electricity boards. Firms that are debarred/ blacklisted in India will not be considered.
3. The company reserves the right to carry out capability assessment of the Bidders and the company's decision shall be final in this regard without assigning the reasons thereof.
4. -
5. In case the agency is rendering services to BYPL or any sister concern, a performance certificate for all the works is to be submitted along with the techno-commercial bid.
6. The bidder shall furnish the following commercial & technical documents along with the bid to establish their credentials:
  - a) Covering letter on Letter Head.
  - b) Notarized Power of attorney for the signing of bidding documents
  - c) Agency's Profile
  - d) Financial capabilities of the firm:
    - Latest balance sheet
    - Detail of Banker & Cash Credit limit
    - Turnover certificate issued by C.A for the last three Financial Years.
  - e) Details of the constitution of the company (Proprietary/ Limited/ Pvt. Ltd.)

- f) Memorandum & Articles of Association of the Company/Partnership deed.
- g) Organization Chart of the company
- h) Details of manpower engagement capability
- i) Experience with credentials and performance certificates
- j) Copy of ESI/PF Registration certificate
- k) Copy of PAN/GST no.
- l) Premises Detail
- m) Copy of GST Return last Financial Year.
- n) List of pending litigation with government/other institution on account of executing any order.

#### **4. PRE-BID MEETING:**

A pre-Bid meeting shall be organised digitally at the time and date as specified in the tender documents at Zoom web conferencing platform and in the presence of those bidders or their authorized representatives who may choose to be present. The details of the proposed Zoom meeting are given below: -

Time: 17.01.2022 15:00 HRS India

Link: - <https://zoom.us/j/8672899211>

Meeting ID - 867 289 9211

Password - 654321

All the queries related to this tender must reach to C&M Department of BYPL at least one day before the date of the pre- bid meeting. All the bidder's queries shall be replied to in the pre-bid meeting. In case any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. The bidder or their representatives who intends to bid and who have either purchased tender documents or will pay tender fees for downloaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to the pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document.

#### **5. BID SUBMISSION:**

- 5.1. The bidders are required to submit the bid in 2 (two) parts and in original at the following address:

**Head of Department,  
Contracts & Material Department,  
BSES Yamuna Power Limited,  
III Floor, "A" Block, Shakti Kiran Building,  
Karkardooma,  
New Delhi-110032.**

- 5.2. Technical documents along with commercial terms and conditions shall be sent through e-mail/Pen Drive

- 5.3. Being a two-part bid process, bidders have to submit the bids in 2 (two) parts. Both these parts should be packed & sealed in two separate envelopes as per the details given below:

**PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):**

The first sealed envelope shall contain an Unpriced Techno-commercial bid in paper form (hard copies) and envelope superscribing **PART-A Techno-Commercial Bid**. The details to be submitted in techno-commercial bids are given below:

- General information about bidder
- Documentary evidence in support of all the qualifying criteria
- Technical Literature if any.
- Tender document.
- Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- Power of attorney
- An undertaking that salary of deployed resource shall be as per applicable minimum wages in NCT of Delhi and all other statutory compliances. Also, the salary shall be credited through ECS in the account of the resource deployed.
- Deviations if any.
- Copy of all statutory Registration certificates like, ESI, PF etc.
- Any other relevant document

**PART B: PRICE BID (Envelop-2) :**

The second sealed envelope shall contain Price bids in paper form (hard copies and envelope superscribing **PART-B Price Bid** on it. The details to be submitted in the Price bid are given below:

- Comprising of Prices strictly in the Format enclosed in SECTION IV.
- 5.4. These two sealed envelopes should again be placed in another “**Third Sealed Envelope**” which should be super scribed with “**Tender Notice Number & Due date of Submission**”. The same shall be submitted before the due date & time specified.
- 5.5. **Part – A**, Techno-Commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date. After techno-commercial evaluation, the list of techno-commercially qualified bidders will be posted immediately on the BSES website.
- 5.6. **Part – B**, Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders. The date of opening of the same shall be intimated in due course of time.
- 5.7. 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.

## 6. TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	16.01.2022 Till 17:00 HRS
2	Submission of Bid	Bid along with all documents as mentioned in this tender	27.01.2022 till 15:00 HRS
3	Opening of: PART- A, Techno-Commercial Bid	Unpriced Techno-Commercial bid along with all documents as mentioned in this tender	Bids will be opened the next day from the date of submission at the time to be scheduled by BYPL.
4	OPENING of: PART-B, Price Bid	Price strictly in the Format enclosed (Section IV)	Successful bidders will be intimated through website

## 7. AWARD DECISION

- 7.1. Company intends to award the order on the lowest price bid-basis but it should cover the cost of resources required to execute the work along with reasonable profit. Hence, contractors are encouraged to submit the bid competitively. The decision to place an 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.
- 7.2. The Company reserves all the rights to award the contract to one or more bidders to meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 7.3. In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.

## 8. MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for the bidders are outlined in the Terms & Conditions of the tender documents. Bidders must agree to these rules prior to participating in the tender. In addition to other remedies available, we reserve 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 & Conditions. Bidder(s) who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to a length of time, depending

upon the seriousness of the and conditions of the violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the market place.
- Breach of the terms published in Request for Quotation/NIT

## 9. CONFIDENTIALITY

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

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

Bidder(s) who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

Whenever demanded by BYPL, the bidder shall sign a Non-Disclosure Agreement (NDA) in the formate attached in tender documents.

## 10. CONTACT INFORMATION

Technical & Commercial clarification, if any, as regards this NIT shall be sought in writing and sent by post/courier/e-mail to the following address/e-mail ID:

Address	Name/ Designation	E-mail Address / Phone Number
<b>Technical</b>		
Civil Dept, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, Delhi-110032	Mr. Akhilesh Chowdhary, Sr Manager - (CES)	Akhilesh.Chaudhary@relianceada.com / 011-4124 9388
	Mr.Ashish Gupta, As V.P. (Civil)	Ashish.M.Gupta@relianceada.com / 011-4124 9850/ 93120 70329
	Mr. Surendra Kumar, Head - (Civil-Central)	Surender.C.Kumar@relianceada.com / 011-4124 9230
<b>Commercial</b>		
C&M Dept, 3rd Floor, A Block, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, Delhi-110032	Mr. Prajay Mishra, GM - (C&M)	Prajay.Mishra@relianceada.com / 011-4124 9388
	Mr.Santosh Srivastava, Head - (Contracts)	Santosh.V.Srivastava@relianceada.com / 011-4124 9850
	Mr. Robin Sebastian, Head - (C&M)	Robin.Sebastian@relianceada.com / 011-4124 9230

## **11.0 REVERSE AUCTION**

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

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

## **12.0 EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish, as part of its bid, an EMD amounting to R s . 5.38 lakhs. The EMD is required to protect the Company against the risk of Bidder 's conduct which would warrant forfeiture.

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

- (a) Demand Draft/Pay Order drawn in favors of BSES Yamuna Power Ltd, payable at Delhi.
- (b) Bank Guarantee/Fixed Deposit Receipts (FDR) from a scheduled bank in favour of BSES Yamuna Power Limited valid for 03 (Three) months after last date of receipt of tenders.
- (c) RTGS/NEFT transaction. Bidder will furnish the details of the transaction at least 2 hours before the scheduled date/time of tender opening for verification and copy of UTR will be submitted in the techno-commercial envelope.

Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of the price bid or after the award of the contract whichever is later. The EMD of the lowest bidder shall be refunded after submission of the performance bank guarantee.

The EMD may be forfeited:

- (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.

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## **SECTION-II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **1.0 GENERAL**

BSES YAMUNA Power Ltd, hereinafter referred to as the “Company” is desirous for “Construction of Double Storey Building and Other Associated Civil Work required for Conversion of 33/11 KV Grid from Outdoor AIS to Indoor GIS at Motia Khan Grid” and it has now floated tender as notified earlier in this NIT.

#### **2.0 SCOPE OF WORK**

The scope of work includes Construction of Double Storey Building and Other Associated Civil Work at Motia Khan Grid in BYPL. The detailed scope of work shall be as enumerated in Annexure I.

#### **3.0 DISCLAIMER**

- 3.01 This NIT is not an agreement and further it is neither an offer nor an invitation by BYPL to bidders or any other person. The purpose of this NIT is to provide bidders with information that may be useful to them in the preparation and submission of their bids.
- 3.02 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium (to the extent allowed) 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.
- 3.03 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 Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.
- 3.04 Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.05 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).
- 3.06 It shall be deemed that by submitting a bid a bidder agrees to release BYPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future

- 3.07 BYPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BYPL in its absolute discretion but without being under any obligation to do so update amend or supplement the information assessment statement or assumptions contained in this NIT.
- 3.08 The issue of this tender document does not imply that BYPL is bound to qualify any bidder or to award the contract to any bidder. BYPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

#### **4 COST OF BIDDING**

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

#### **5. TENDER DOCUMENTS**

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

SECTION – I:	REQUEST FOR QUOTATION
SECTION – II:	INSTRUCTIONS TO BIDDER
SECTION – III:	GENERAL TERMS AND CONDITIONS
SECTION – IV:	BILL OF QUANTITY/PRICE FORMAT
SECTION – V:	BID FORM
ANNEXURE-I:	SCOPE OF WORK
ANNEXURE-II:	PROFORMA OF PERFORMANCE BANK GUARANTEE
ANNEXURE-III:	STATUTORY REQUIREMENTS
ANNEXURE-IV:	ENVIRONMENTAL, OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT
ANNEXURE-V:	NON-DISCLOSURE AGREEMENT
ANNEXURE-VI:	DRAWINGS <ul style="list-style-type: none"><li>• ARCHITECTURAL ELEVATION AND SECTION</li><li>• ARCHITECTURAL FLOOR PLAN, GROUND, FIRST &amp; TERRACE</li><li>• LAYOUT SUPER IMPOSED GROUND FLOOR &amp; SITE LAYOUT</li></ul>
ANNEXURE-VII:	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

- 5.02 The bidder is expected to examine the tender documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the tender Documents in every respect may result in the rejection of the Bid.

#### **6.0 AMENDMENT OF TENDER DOCUMENTS**

- 6.01 At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by Amendment.

- 6.02 The Amendment shall be part of the Tender Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to the Bidders or by way of uploading the corrigendum on BSES website, and will be a binding.
- 6.03 In order to afford prospective Bidders a 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.

## **7.0 PREPARATION OF BID & LANGUAGE**

The Bid prepared by the Bidder, and all correspondence, documents etc. relating to the Bid exchanged by the Bidder and the Purchaser, 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 a Hindi/English translation, in which case, for purposes of interpretation of the Bid, the Hindi/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) and Technical Data completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required Tender Fees against each tender.

## **9.0 BID FORM**

- 9.01 The Bidder shall complete "Original" Bid Form and submit it along with details mentioned in Techno-Commercial bid (without filling price).

## **10.0 BID PRICES**

- 10.01 Bidders shall quote for the entire Scope of Contract with 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.

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/PVC 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 Tender 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 Tender 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-Attorney accompanying the Bid. All pages of the bid shall be initialed by the signatory accompanied with seal of the Agency.
- 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.

### **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 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 must be timely received by the company at the address & date specified in section –I.
- 16.02 The Company may, at its discretion extend the deadline for the submission on of bids by amending the Tender Documents in accordance with Clause 6.0, 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. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

## **18. 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. MODIFICATIONS AND WITHDRAWAL OF BIDS**

The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

## **20. EVALUATION OF BID**

The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.

BYPL reserves the right to ask the bidders to provide a breakup of the prices as quoted by them against line items. In case it is observed that the bidders have under quoted the prices against these line items in view of applicable minimum requirement of resources, BYPL reserves the right to out –rightly reject these bid(s).

### **20.1 PROCESS TO BE CONFIDENTIAL**

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

## **21.0 CLARIFICATION OF BIDS**

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

## **22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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

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

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

- 22.04 Bid determined as not substantially responsive will be rejected by 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 later on the Techno-Commercial Proposals and the Conditional ties of the Bidders would be evaluated.
- 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) Contract completion schedule
  - (b) Conformance to Qualifying Criteria
  - (c) Deviations from Tender Documents
  - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
  - (e) Change in the quantity from mentioned in the tender

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.

- 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.

### **24.0 CONTACTING THE COMPANY BEFORE AWARD OF CONTRACT**

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

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

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

### **26.0 AWARD OF CONTRACT**

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it

is required for progress of project & provided he agrees to come to the lowest rate. The full or part of the contract may be awarded to other bidder(s) on differential rates.

## **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 successful for award of work/order. 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:  
"Corrupt practice" means behaviour 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 "Fraudulent practice" means a misrepresentation of facts in order to influence a award 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.

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**SECTION - III:**

**TERMS AND CONDITIONS**

**General Instructions:**

- a) All the Bids shall be prepared and submitted in accordance with these instructions.
- b) Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- c) The Bid should be submitted by the Bidder in whose name the tender document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- d) The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- e) The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Tender Documents. Failure to furnish all information required in the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

**I) SPECIAL TERMS & CONDITIONS:**

**1. DEFINITIONS & INTERPRETATION:**

**A. DEFINITION**

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

**1.1. Company/Owner/Purchaser:**

The terms " Company/Owner/Purchaser " shall mean BSES YAMUNA Power Limited having its office at Shakti Kiran Building, Karkardooma, Delhi-110032 and shall include its authorized representatives, agents, successors and assignees.

**1.2 Contractor/Vendor:**

"Contractor/ Vendor" shall mean the successful Bidder to whom the contract has been awarded

**1.3. Effective Date:**

"Effective Date": means the date of start of the mentioned in the Contract order.

**1.4 Good Industry Practice**

"Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled, experienced and recognised Contractor engaged in the provision of services similar to the one undertaken by the Contractor and acting generally in accordance with the

prevailing laws, rules, regulations, codes and industry standards.

**1.5 Specifications:**

"Specifications": means the technical specifications relating to, and description of the jobs to be performed by Contractor under this Agreement as set out, including all other particulars, specifically in this agreement or that may be implied to the nature of jobs to be performed by Contractor under this agreement..

**1.6 Rate**

"Rate": means the rate payable by the Company to the Contractor for the due, complete and proper performance of the services covered under this Agreement.

**1.7 Site:**

The terms "Site" shall mean the Contracting location mentioned in the Contract order.

**1.8 Engineer-In-Charger:**

"Engineer-In-Charger" shall mean the Company's nominated representative for the purpose of carrying out the Contract.

**1.9 Employee**

"Employee": shall mean the Contractor's employees engaged by the Contractor in performance of this "Contract".

**1.10 Parties**

"Parties" and "Party": Company and Contractor are collectively referred to as the "Parties" and individually as a "Party".

1.11 Agreement / Contract / Order

"Agreement / Contract / Order": This document which is issued by the company & accepted by the contractor.

**1.12 Contract Price** shall mean the fixed and firm sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.

**1.13 Temporary Works** shall mean all temporary works of every kind required in or about the execution or maintenance of the works

**1.14 Permanent Works** shall mean the permanent works to be executed and maintained in accordance with the Contract.

**1.15 Drawings** shall mean the drawings issued along with this tender and any modification in such drawings issued by the Architect/Structural Consultant of the Company from time to time.

**1.16 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.

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

## **B. INTERPRETATION**

- (a) The descriptive headings of Clauses are inserted solely for convenience of reference of the parties and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this agreement.
- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- (c) References to the word "include" or "including" shall be construed without limitation;
- (d) The Annexures of this Agreement form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of the Agreement;
- (e) Reference to any legislation or law or any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (f) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;

## **2.0. ENGINEER-IN-CHARGE:**

The term "Engineer-In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the Contract. The same shall be mentioned in the Contract.

## **3.0 SCOPE OF WORK**

The scope includes "Construction of Double Storey Building and Other Associated Civil Work required for Conversion of 33/11 KV Grid from Outdoor AIS to Indoor GIS at Motia Khan Grid" in BYPL. Detailed scope of work shall be as enumerated in Annexure -I

## **4.0. EFFECTIVE DATE, TIME & VALIDITY:**

Adherence to the time schedule given by the Company time to time is the essence of the order. This order shall become effective for all purposes and the date of start of the mentioned in the Contract order.

The Company shall review the performance of the Contractor and all the terms & conditions of the order quarterly based upon input provided by the Engineer-in-Charge and Contractor. After expiry of the validity period of this order, it may be extended/ renewed/ replaced for such further period on such terms and conditions as may be mutually agreed to between the Company and the Contractor at Company's

## **5.0 ORDER VALUE**

Value of the Contract will be contracted out on the basis of finalized rates. The rates shall remain firm and fixed for the period of contract. They shall not be subject to escalation and any increase in the amount.

The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (i) increased labour costs or costs related to cars or other equipments provided, (ii) changes in insurance premiums, and/or (iii) changes in legislations or regulations relating to the Service.

## **6.0 RATES & ESCALATION:**

6.1 The unit rates for the Contract to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual Contract done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Officer In-charge.

6.2 The rates set out above are inclusive of all duties, levies and taxes and of the incidental costs and expenses thereof. Any increase in any duties, levies or taxes shall be borne solely by Contractor and shall not result in any increase in the rates mentioned above.

However, any amounts that may be payable towards GST shall be payable extra at actual (if applicable)

6.3 The rates will remain firm and fixed for the entire duration of the contract and not subject to escalation on any account.

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

- i) Cost of Labor, tackles and supervision.
- ii) All taxes and levies, including but not limited to, GST, work contract tax, etc as applicable during the currency of the contract.
- iii) Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
- iv) -
- v) Rates shall be valid for all heights and locations.
- vi) All other expenses incidental to the job.
- vii) The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempt for providing the service.
- viii) Compliance with all labour laws including Minimum Wage Act, Bonus Act etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

6.5) No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work resulting in contractors' labour or equipments being rendered idle due to any cause at any time.

## **7.0 PERFORMANCE SECURITY BANK GUARANTEE:**

- 7.1 Contractor shall furnish the Security in the form of Performance Bank Guarantee (PBG) in the prescribed format (Annexure-II) within 15 days from the date of issue of Order for the due performance of the provisions of Contract Order.
- 7.2 The Performance Bank Guarantee shall be 10% of the total order value inclusive of taxes & duties and shall be valid till completion of work plus twelve (12) months towards the defect liability period. The value of the PBG may be increased for an increase in the value of the order due to any amendment if desired by the company.
- 7.3 The Performance Bank Guarantee shall be issued from any nationalized bank as per company format.
- 7.4 The Company shall reserve the right to invoke the bank guarantee 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 & binding in this regard.
- 7.5 In the event, in Company's sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security 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.
- 7.6 Contractor shall ensure that the work are carried out in accordance with the terms and conditions of this contract. If the work are not carried out to the satisfaction of BYPL, whose decision shall be final and binding, the Bank Guarantee shall be encashed and in addition, the Contractor shall be liable to pay and / or reimburse to the Company a sum equal to Rs. 1 lakh. Further, the Company reserves the right to terminate the contract with immediate effect and the Contractor shall not be liable for any compensation under the contract.

## **8.0 PAYMENT TERMS:**

- 8.1 95% payment on monthly pro-rata basis on submission of detailed measurement bills along with all supporting documents duly certified by Engineer-In-Charge for the works executed during the previous month which will be eligible for one payment per month.
- 8.2 Balance 05% retention payment would be released after the completion of the project and against Work Completion Certificate issued by Head-Civil.
- 8.3 Company shall make payments against the bills within 30 days from the date of submission of the bills, duly verified and certified by Engineer-In-Charger by quoting all the applicable clauses of agreement along with documentation in support of verification, at Vendor Support Cell, Shakti Kiran Building, Karkardooma, Delhi after deduction of taxes required by applicable laws to be deducted at source and recovery of materials, water, electricity, etc, if supplied by Company.
- 8.4 The contractor shall submit the invoice along with the checklist duly filled in. Invoices raised for work carried out under this order, in the manner indicated above, will be

returned to the Contractor by Engineer-In-Charge within 3 days of its receipt, duly certified by Engineer-in-charge as under:

"Certified that work and the quantity for which this invoices (with No & Date) has been raised, has been duly verified and certify with reference to relevant documents and found to be correct, the terms and condition shall be satisfactorily completed by the Contractor. Payment may be made as per Agreement rates".

- 8.5 The bill shall consist of the prescribed documents on standard stationery designed by the Company. Contractor shall collect the details of such documents and formats from the Company.

The Contractor shall submit to the Company proof of all taxes paid, PF / ESI deposited & Employee salary paid in previous month along with the bills of the current month. The bill of Contractors shall not be cleared till the submission of such proof.

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

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

- 8.8 The company may modify the procedure for the submission of bills. The Vendor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

## **9. PENALTY / INCENTIVE:**

- 9.1 Failure by the Contractor's personnel to wear PIC (Personnel Identity Card) shall attract a penalty of Rs.50/- per incident per item per day.

## **10. INSURANCE:**

The contractor shall take a suitable insurance policy (GPA, COVID, Medical, etc.) as listed below for the resources deployed by him:

- i) A GPA (Group Personal Accidental Policy) for staff deployed in BYPL for this work to insure them against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of Rs. 15 Lacs for covering Risk III, Death+ Permanent Total Disability + Partial Permanent Disability.
- ii) -
- iii) A mediclaim policy including family floater of minimum sum assured value Rs. 2.00 lacs for the resource which is not covered under ESI.

A copy of the insurance policy shall have to be furnished to Purchaser within 30 days of the date of LOI. For all the insurance policies, the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser and will arrange replacements/rectification expeditiously, without a waiting settlement by an insurance claim, at the contractor's own cost and this shall not entitle the Contractor for any extension of time.

## **11. COVID GUIDELINES**

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

## **B) GENERAL TERMS & CONDITIONS**

### **1. PRIORITY OF CONTRACT DOCUMENTS**

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Purchaser, who shall thereupon issue to the Contractor, instructions thereon. In such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- i. Contract Agreement/Order
- ii. Letter of Intent`
- iii. Agreed Minutes of the Contract Negotiation Meetings, if any. (Latest taking precedence)
- iv. Tender Documents
- v. The Submitted offer, including all Appendices and/or Addenda, the latest taking precedence.

### **2. AMENDMENT & TIME EXTENSION:**

- 2.1 The Contractor shall be bound to carry out any items of work necessary for the completion of the works even though such items may not be part of his offer. Such work shall be executed after the instruction in writing by the Engineer in Charge or amendment to the work order.
- 2.2 The contract may be amended, superseded or extended only by a written instrument executed by Contractor & Purchaser.
- 2.3 If delay is not attributable to the Contractor, the extension of time may be considered at the discretion of the Company without prejudice to the right of the Company for recovery of liquidated damages. This is also subject to the Contractor having taken sufficient precautions to mitigate the delay and submitted to the Company a full-detailed particular of any extension of time to which he may consider himself entitled within 10 days after such work has been commenced or such circumstances have arisen. The extension of time may be granted and without any financial increment in the contract price to the Company.

### **3. EXAMINATION OF SITE & LOCAL CONDITIONS:**

The contractor is deemed to have visited the site of the work, surrounding locality, local traffic rules, site approaches, etc. carefully and ascertained therefore all site

conditions and information pertaining to this contract.

If any approach from main road is required or an existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be provided, improved and maintained by him at his own cost.

The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

#### **4. LANGUAGE AND MEASUREMENT:**

All correspondence and documents relating to this order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

#### **5. TAX & DUTIES:**

Prices are inclusive of all taxes and duties, cess, etc. (Except GST). However, Income Tax as per the applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). The contractor shall give an undertaking on his letterhead that he has deposited/or will deposit the Tax as per the applicable GST laws.

The total order value shall not be adjusted on account of any upward variations in statutory taxes, duties & levies imposed by competent authorities by way of fresh notification(s) within the stipulated completion period or any change in interpretation of law except for GST. However, in case of reduction in taxes, duties & levies, the benefits of the same shall be passed on to BYPL.

#### **6. STATUTORY OBLIGATIONS:**

- 6.1 The Contractor shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, 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 Labor. Contractor has to comply with all latest amendments/revisions made during the period of the Agreement in any of above laws/rules/regulations/notifications as stated above and shall provide proof to the Company, from time to time or as may be specifically requisitioned by the Company.
- 6.2 The Contractor acknowledges and agrees that the functions under this contract involve discharging statutory duties of enforcement related to theft as provided under the Electricity Act, 2003. Accordingly, the Contractor shall ensure that all statutory measures are in place at its disposal so that there are no irregularities which would be contrary to the requirements of the statutory provisions provided in the 2003 act insofar as containing the theft of electricity and mandatory requirements to be followed.
- 6.3 The Contractor shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.
- 6.4 Contractor shall bear the entire responsibility, liability and risk relating to coverage of

its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labor (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or to become due to Contractor or any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company to the sum payable by Contractor under the provisions of this clause.

## 6.5 STATUTORY REQUIREMENTS:

The Contractor should obtain and must submit the following to Company before the commencement of Contract and these shall be renewed from time to time as and when required:

6.5.1 Any special permission which may be required under the statutes or any other applicable laws before the commencement and implementation of the support services as contemplated under the present contract which is related to assisting the utility in the enforcement of theft of electricity which is a penal offense under the electricity act 2003.

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number.
- e) PAN No.
- f) Contract Tax Registration Number
- g) The resource which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of Rs. 2.00 lacs
- h) To maintain First Aid Box at Site.
- i) Latest P.F. and E.S.I. challans pertaining to the period in which Contract 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.

In addition to the above the Contractor must follow:

- a) Minimum Wages Act prevailing in the state.
- b) Distribution of Salary / Wages through ECS to all the deployed work force or in presence of Company's representative not later than 7th of each month.
- c) To maintain Wage-cum -Attendance Register.
- d) Antecedents verification of deployment

Without limiting the foregoing terms of the present Order/ Contract the contractor shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present Order/ Contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment. Such background check(s) shall be conducted with the prior consent of the personnel. The Contractor further agrees to indemnify

and keep BYPL indemnified against any action by any of its employees arising out of or against any such background check(s).

- e) In order to monitor the performance of each of the employees deployed by the contractor under the contract, contractor shall implement an effective measure, such as employee score card.

To motivate his employees to achieve a high level of performance standard, the contractor shall formulate and implement an appropriate R&R Policy based on aforesaid performance measure which will include advisory action also.

- f) Statutory compliances shall be submitted to the Compliance cell on monthly basis.
- g) The contractor shall also comply with BYPL's Statutory Requirements elaborated in Annexure-III of this contract.

#### **7. PENALTY ON STATUTORY NON-COMPLIANCE:**

In the event of any non-compliance of statutory requirement under the various labour laws as stipulated in this work order/contract, by Agency and if the same is demanded from BYPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BYPL. The imposition of the penalty is without prejudice to the BYPL's right to terminate the Contract."

The closure of the work and final settlement of the contract order shall be effected only after receiving NOC from BYPL.

#### **8. TERMINATION:**

Either party may terminate this agreement in the case the other party has committed a breach of any of the terms of this agreement and has not cured such breach within a period of Thirty (30) days from the date of receipt of the notice from the aggrieved. Party requesting it to cure the breach, provided that if and to the extent that the failure to perform its obligation under this agreement shall be caused by or arise from Force Majeure, defined hereinbelow, such failure shall not constitute a breach of this agreement. Either party may immediately terminate this Agreement by giving written notice, in the following circumstances:

- a) The other party makes an assignment for the benefit of its creditors: or
- b) The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;
- c) The representation and warranties made by the other party are false or misleading;
- d) Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30(THIRTY) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency

- e) BYPL also has the right to terminate services under this contract immediately OR in case of non-performance and gross violation of various compliances and applicable laws.

#### **9. 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:

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

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

#### **10. EVENTS OF DEFAULTS:**

COMPANY may, without prejudice to any of its other rights or remedies under the Contract Order or in law, terminate the whole or any part of this Contract Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the Contracts with due diligence or commits a breach of any of the provisions of this Contract order including but not limited to any of the following cases:

- a) Failing to complete execution of Contract within the terms specified in the Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contract.
- c) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the Contract.
- d) Failing to comply with any of the terms or conditions of this Contract order. In the event COMPANY terminates this Contract order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COMPANY may have under the Contract order or in law including without limitation the right to penalize for delay under clause "Liquidated Damage" of this Contract, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Contract.
- e) Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity which are required to be of highest standards in so far as the present scope of work is concerned.

#### **11. RISK & COST:**

If the Contractor fails to execute the Contract as per specification / as per the direction of Officer's In-charge within the scheduled period and even after the extended period, the contract shall be got cancelled and the company reserves the

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

## **12. GOVERNING LAW AND ARBITRATION:**

- 12.1 Governing Law: This Work Order shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.
- 12.2 Dispute Resolution Mechanism: All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement the parties will take such dispute to an arbitral panel comprising of a sole arbitrator jointly appointed by both the parties herein. The party seeking to invoke arbitration shall give notice for the appointment of the sole arbitrator. The other party shall give its consent to the appointment of the sole arbitrator and intimate the same within thirty days of the receipt of the notice of arbitration. In the event that the parties do not agree to the name of the sole arbitrator within the specified period the Parties shall approach the High Court of Delhi for directions under the Arbitration and Conciliation Act 1996 for nomination of a sole arbitrator by the High Court. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English.

## **13. FORCE MAJEURE**

### **13.1 General**

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

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute Force Majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 13.1

### **(I) SPECIFIC EVENTS OF FORCE MAJEURE**

Subject to the provisions of Article 13.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

- 1. The following events and circumstances:
  - a. Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, etc.
  - b. Explosions or fires or flood

- c. Epidemics notified as such by Central Govt or GONCTD;
- 2. Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- 3. Declaration of the Site as war zone.
- 4. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

(II) NOTICE OF EVENTS OF FORCE MAJEURE

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

- i. Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- ii. Be entitled to suspend performance of the obligation under the Contract which is affected by followed good industry practice, such event or circumstance shall not constitute Force Majeure event for the duration of the force majeure event
- iii. Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv. Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- v. Provide prompt notice of the resumption of full performance or obligation to the other party.

(II) MITIGATION OF EVENTS OF FORCE MAJEURE

The Agency shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

(III) BURDEN OF PROOF

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

(IV) TERMINATION FOR CERTAIN EVENTS OF FORCE MAJEURE

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than

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

**14. SECRECY:**

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the COMPANY's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied in any form, 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 the order. These technical information, drawing and other related documents shall be returned to the COMPANY with all approved copies and duplicates including drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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.

**15. SAFETY CODE:**

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

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

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

The Contractor must ensure that all safety wears required during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc are used by his employee/representative while executing COMPANY's work.

In order to maintain security and zero fatal accidents, Safety shoes (S3 or SB) of renowned brand should be provide to the resource deployed in BYPL which are doing testing of meters installed on voltage level 415v at least once in a year of contract period.

LT Line tester (renowned brand) is to be provided at least twice during the contract period to check and maintain security during testing in case of leakage current.

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

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

The contractor shall also comply with BYPL's Environmental, Health & Safety Conditions elaborated in Annexure-IV of this contract.

**16. WORKMEN COMPENSATION:**

The Contractor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the Vendor, 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 is no worker involved other than those who are covered under ESI and PF by the VENDOR, the VENDOR shall certify for the same.

The VENDOR 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 VENDOR 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 VENDOR, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the VENDOR shall abide by the decision of the COMPANY as to the sum payable by the VENDOR under the provisions of this clause.

**17. THIRD PARTY INSURANCE:**

The Agency shall, prior to commencement of the jobs under this Contract, take out a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/Company engaged or not engaged for the work of the Company, by or arising out the execution of the work or temporary work or in carrying out of jobs under this Work Order.

**18. NOTICE & COMMUNICATION:**

Any notice or other formal communication to be given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by registered post, A.D. to the addresses of Contractor or BYPL as mentioned hereinabove or to any other addresses as agreed by the parties, in writing from time to time.

Any notice or other formal communication can also be sent through the official e-mail

ID of authorized person of Contractor or BYPL.

**19. REPLACEMENT OF RESOURCE(S):**

- 19.1 If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company shall at once remove such employee and replace him by a qualified and competent substitute.
- 19.2 Contractor shall keep the Company informed of all resource replacements and all such data shall be submitted to the Engineer-In-Charge along with personal & qualification details.
- 19.3 If any employee of the Contractor is found included in unfair practices or causing direct or indirect damage to Company Image / Property /Revenue immediate action to be taken by the Contractor and Company to be suitably compensate for the loss incurred by the Company.

**20. HUMAN RESOURCE ISSUES:**

- i) The Contractor would execute these works through their own resources.
- ii) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/workmen during the currency of this Agreement. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- iii) The Contractor to deploy their manpower immediately for carrying out the work as specified above.
- iv) The Contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- v) The Contractor shall not deploy the resource below the age of 18 years and also shall not deploy the resource above the age of 60 years.
- vi) Safety Officer/Supervisor Eligibility:
- a. Candidate should be physically and mentally fit with sound personality
  - b. B.Tech / BE degree + Diploma in Quality/Safety
  - c. Good Communication skill in Hindi and English and versed with computer skill
- vii) The Contractor will arrange Training to the deployed staff, as and when it is desired by the Management. A Training Program must be prepared by the Contractor (At-least for 2 days), for the newly recruited employees before engaging them for the execution of work.
- viii) The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All

the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

- ix) All safety wears PPE's {Addition - (Safety Shoes, Safety Helmet, Safety Goggles, safety gloves (HT)) required for the Contractor's manpower during the execution of work must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears..
- x) The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Contractor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.
- xi) The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
  - \* has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
  - \* deducted and deposited ESI and PF contribution. Copies of the same shall be submitted.
- xii) The Contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the COMPANY immediately in writing.
- xiii) The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.
- xiv) The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.
- xv) The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- xvi) The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor or from any of the bills payable to him or failing which it shall be recovered as per law.
- xvii) The Contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):
  - a) The Child Labor (Prohibition and Regulation) Act, 1986.
  - b) The Contract Labor (Regulation and Abolition) Act, 1970.
  - c) The Employee's Pension Scheme, 1995.
  - d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.

- e) The Employees State Insurance Act, 1948.
  - f) The Equal Remuneration Act 1976.
  - g) The Industrial Disputes Act, 1947.
  - h) The Maternity Benefit Act 1961.
  - i) The Minimum Wages Act, 1948.
  - j) The Payment of Bonus Act, 1965.
  - k) The Payment of Gratuity Act, 1972.
  - l) The payment of Wages Act, 1936.
  - m) The Delhi Shops & Establishment Act, 1954.
  - n) The Workmen's Compensation Act. 1923.
  - o) The Employer's Liability Act, 1938.
  - p) Public Liability Insurance Act 1991.
  - q) Fatal Accident Act, 1855
  - r) The Personal Injuries (Compensation Insurance) Act 1963.
  - s) Weekly Holidays Act 1942
  - t) Building and Other Construction Workers' Welfare Cess Act, 1996 and all rules there under.
  - u) CEA Regulations
- xviii) The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under this Agreement.
- xix) Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.
- xx) Along with monthly bills contractor shall submit proper Challan for deposit of PF, ESI, EDLI, tax etc and a declaration stating therein that all the staff deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/ paid the amount/ liabilities towards PF, ESI, bonus, Gratuity, EDLI, taxes etc with the appropriate/ concerned government authority by contractor and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the contractor as company has discharge its liability/ responsibility fully.
- xxi) The contractor will pay to its employees their salaries/wages (working under this contract); only thru crossed cheque or ECS (Electronic Transfers in their respective Bank Accounts)
- xxii) The Contractor will maintain all returns, records under all applicable state/central enactments at the work site. These registers will be signed by the Engineer-in-charge as per governing laws/rule/regulations.
- xxiii) Contractor will ensure that all manpower laws are complied with in all respect; e.g, (but not limited to) issuance of I-Cards, providing Wages Slip, PF Statement, Providing On-time Wages etc.

Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.

**21. DEPLOYMENT OF RESOURCES:**

- a) The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- b) The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the COMPANY/Engineer In-Charge finds the resources not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate resources immediately.
- c) Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BYPL on a daily basis to the Divisional In-charge.
- d) The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards containing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.
- e) In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable to contractor.

**22. DEFECTS LIABILITY & LATENT DEFECT:**

- 22.1 The defect liability period shall be one (1) year from the date of completion of work as certified by the BYPL's Head (Civil).
- 22.2 The Contractor shall be responsible to make good and rectify at his own expense any defect which may develop or may be noticed before the expiry of the defect liability period.
- 22.3 If the Contractor fails to carry out the aforesaid work within the period fixed by the Engineer-in-charge after serving the notice to the Contractor, all work referred to in this Sub-Clause shall be executed at the risk and cost of the Contractor.
- 22.4 Any rectification of defect which is not attributable to the Contractor but requested by the Engineer-in-charge for doing so, shall be carried out by the Contractor on a mutually agreed basis.
- 22.5 Unless otherwise specified in the contract, at the end of the Defect Liability period the

contractor's liability ceases except for Latent Defects.

22.6 The latent defect for this purpose shall mean any defects which exist but have not surfaced at the time of testing and have not manifested during the defect liability period which is including but not limited to structural soundness of the building.

22.7 The Contractors liability for Latent Defects warranty shall be limited to a period of 5 (five) years from the end of Defect Liability period.

**23. NON-EXCLUSIVITY:**

The award of this agreement to the Contractor shall not preclude the Company from awarding the same agreement for similar services at the same rates, or on any terms and conditions to other party or parties. The Company at its discretion places the order on any other party.

**24. SEVERABILITY:**

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

**25. REPORTS AND INFORMATION:**

The contractor shall be obliged to submit or furnish to COMPANY, all or any information as desired by the company, in the form of a report or otherwise. The report may be required at regular intervals as specified by company or at Company's behest. The information shall be provided in a format to be specified by the company to the contractor. However, company, reserves the right to revise this format which would be communicated to the contractor and it shall be valid and binding obligation of the contractor to submit the desires information in the revised format. The contractor acknowledges and agrees that the submission of reports and information are a part of its statutory and contractual obligation to maintain complete confidentiality.

**26. WAIVER OF RIGHTS:**

No delay or forbearance by either party in exercising any right or power under this Agreement shall be construed as a waiver of such right or power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right of power.

**27. THE COMPANY'S RIGHT TO VARY QUANTITIES:**

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

**28. LIQUIDATED DAMAGE:**

28.1 Contractor shall ensure that the jobs are carried out in accordance with the terms and conditions of this contract. If the jobs are not carried out to the satisfaction of the Engineer-In-Charger, whose decision will be final and binding, including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and / or reimburse to the Company a sum:

- i.) Equivalent to charges plus 30% over head charges which will be recovered from the Contractor's bill;
- ii.) Equivalent to 0.5 % of the order value for each week or part thereof on delayed part or unexecuted part thereof until the actual date when the job is completed up to a maximum deduction of 5% of order value. Once the maximum deduction is reached the Company may consider termination of Agreement, at its sole discretion, without any liabilities to the Company.

28.2 The parties agree that the above amounts, including the amounts set out in the provisions relating to penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Contractor of the terms of this contract. The Company shall be entitled to set off the entire amounts due from the Contractor against the Rates payable by Company to the Contractor.

28.3 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.

**29. ASSIGNMENT / SUBLETTING:**

The Contractor shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Contractor as envisaged herein provided that any such consent shall not relieve the Contractor from any obligation, responsibility, or duty under this Order.

**30. PERIOD OF MOBILISATION:**

Contractor shall mobilize its resources to carry out the assigned services under this Agreement immediately so that services are made available from the date of start.

**31. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION:**

- 31.1 After completion of the work, the contractor shall demobilize the labour/staff and remove the plant, equipment, debris, etc or any part thereof.
- 31.2 The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over at the end of the contract.
- 31.3 In case the Contractor is not able to close the pending work as identified in Joint survey/physical inspection during the demobilization, BYPL at its sole discretion can get the work done by the new Contractor/the third party at the risk and cost of the Contractor and the same will be deducted from the bills of the contractor or the security amount or otherwise as applicable.

**32. MATERIALS & WORKMANSHIP:**

- 32.1) 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.

32.2) 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 confirm to IS 383, reinforcement for cold twisted bars shall confirm to IS 1786, the bricks for brick work shall correspond to IS 1077, Structural steel shall confirm to relevant IS code, water to be used shall comply with requirement of IS 456. Contractor shall provide all requisite facilities for field tests and laboratory tests shall be carried out in the laboratory having ISO 9001-2000 Certified Testing Lab for which no extra payment shall be made. The Contractor shall maintain mandatory Test Register with Engineer-in-Charge as provide in latest Indian Standard Specifications.

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

32.3) Cost of samples and tests:

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

32.4) 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.

32.5) Inspection of operations:

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

**32.6) 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.

**33) Water & Power:**

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

**Water for construction and other uses:**

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

**34) WATCH & WARD:**

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.

**35. SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:**

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

- 35.1) The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work to ensure that the work is carried out in accordance with the drawings, specifications and instructions of the EIC. Such inspection and supervision shall not relieve the Contractor from any of his obligations towards use of material, workmanship, sequence of working and completion of project as per the stipulated period.
- 35.2) On receipt of the LOI or Work Order whichever is earlier the Contractor shall furnish to the Company, for approval, the proposed site setup with list of Engineers, Supervisors and other staff to be deployed by him with their dates of joining.
- 35.3) The Contractor's Project Manager shall obtain the written approval and instructions from the EIC prior to commencement of any works at site. The PM shall give

written advance intimation for approval of all activities including deployment of resources, procurement of materials, concrete pours etc., shall be given to EIC by PM.

**36. 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 the written request of the Company/ EIC for use by other contractors appointed by the Company.

**37. 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 the completed portion of the work is required, the provisions mentioned herein will apply to each phase.

**38. VARIATIONS AND EXTRA ITEMS:**

- 38.1) 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.
- 38.2) The Engineer In Charge may, at his discretion, from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are herein after referred to as "EIC's Instructions" in regard to:
- a) The variation or modification of the design, quality, specification or quantity of works or the omission or substitution of any work.
  - b) The timing or sequencing of work.
  - c) Any discrepancy between the drawing and / or the Bill of Quantities and / or Specifications.
  - d) The removal from the site of any materials/ equipment/ resources brought thereon by the Contractor and the substitution of the same thereof.
  - e) The Execution of additional works of any kind necessary for the completion of the work.
  - f) The removal and /or re-execution of any works executed by the Contractor.
  - g) The substitution from the site of the works of any person employed there upon.
  - h) The amending and making good of any defects under clause "Defects Liability"
  - 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.
- 38.3) 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.

- 38.4) 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.
- 38.5) 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.
- 38.6) 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.
- 38.7) 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 there on. 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.

- 38.8) 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.
- 38.9) 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.
- 38.10) 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.
- 38.11) 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.

**39. ENVIRONMENTAL, HEALTH & SAFETY:**

- Agency will make ensure that the Environment, Health and Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Agencies must comply with these requirements:
- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work Atleast 2 times medical check up (i.e BP, Sugar ,Hb and weight) during the contract period of employees engaged in C&M as a preventive measures from any sudden disease.
  - (ii) Comply with the procedures provided in the interests of Environment, Health and Safety
  - (iii) Ensure that all of their employees designated to work are properly trained and competent
  - (iii) 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
  - (iv) Make arrangements to ensure that all employees designated to work on or visit the site present himself for site induction prior to commencement of work
  - (v) Provide details of any hazardous substances to be brought onsite
  - (vi) Ensure that a responsible person accompanies any of their visitors to site
- All agencies' staff is accountable for the following:
- a) Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
  - b) Keep tools in good condition
  - c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
  - d) Develop a concern for safety for themselves and for others
  - e) Prohibit horseplay
  - f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

**40. VENDOR CODE OF CONDUCT:**

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

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 contract.

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

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

**41. ACCEPTANCE:**

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.

Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

\*\*\*\*\*

**SECTION - IV**

**BILL OF QUANTITY/PRICE FORMAT**

**Refer Attached xls Sheet**

**SECTION-V**

**BID FORM**

To  
Head of Department  
Contracts & Material Deptt.  
BSES YAMUNA Power Ltd  
IIIrd Floor, A Block  
Shakti Kiran Building, Karkardooma  
Delhi 110032

Sir,

- 1 We understand that BYPL is desirous of procuring of ..... in it's licensed distribution network area in Delhi.
- 2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 5% (Five)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
- 5 We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2022

Signature..... In the capacity of .....

.....duly authorized to sign for and on behalf  
of

(IN BLOCK CAPITALS).....

# **ANNEXURE-I**

## **SCOPE OF WORK**

1.01 The scope shall include Following:

- Construction of G+1 Grid Building (approximate size 30mx16m, 15m Height) including Electrical and Plumbing works.
- Boundary wall repair, strengthening and reconstruction.
- Cable trench, miscellaneous equipment foundation, Transformer foundation, fire walls, RCC Road, Yard developments, area filing, oil tanks, fencing etc.
- Any other work not mentioned, however required for successful completion of Grid shall also be included.

1.02 The quantities indicated are approximate and may vary at the time of execution. The BYPL will exercise absolute discretion for operating all or some items of the schedule.

1.03 The Contractor shall take adequate precautions and safety measures while execution of proposed building above live panel room, so as not to cause any damage to Panel room, electrical panels, equipment, its foundation while excavation, road, water mains, and electric overhead lines/underground cables. The road path and the lines around the plot shall be kept clear for the use of vehicle/pedestrians; materials etc. shall not be stacked on roads/paths.

1.04 Any damage in this regard shall have to be made good by the tenderer/bidder as his own risk and cost. Fine if imposed for damage/encroachment/ obstruction shall be borne by the contractor. Proper design/drawings shall be submitted for supporting arrangement for supporting existing panel room roof, so that casting of slab of new building shall be carryout out safely.

1.05 The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever clearing works are undertaken at vendor's cost.

1.06 Providing all materials, equipment, labour, transport, tools and tackles, required services etc. along with all enabling work.

1.07 Disposal the debris & other unserviceable material on dumping yard approved by local authorities and as per the norms/ rules and regulations of National Green Tribunal (NGT), at their own cost.

1.08 All temporary arrangements, staging, working platforms etc. is to be provided by the bidder at his own expense to the satisfaction of the Engineer-in-Charge. BYPL will not however, be liable to pay any compensation due to accident, injury to the contractor's work men or any account what-so-ever.

1.09 Make for various materials of major items of works:

<b>Materials</b>	<b>Make</b>
Cement	Binani, Aditya Birla, Ultratech and Shree cement -OPC-43 grade conforming to IS 8112 (C3A content from 5 to 8 percent)
RMC	ACC, Lafarge, Afcon, Ultra Tech
Reinforcement steel	SAIL, TISCO, RINL, VIZAG, JSW Steel Ltd., Jindal Steel & Power Ltd.
Precast Covers	KK, HPL, NITCO, S&S, Shushma
Structural Steel	SAIL, TISCO, RINL, VIZAG, Tata Steel and JSW Steel Ltd., Jindal Steel & Power Ltd,

For other materials BYPL approval/concurrence is required.

## ANNEXURE – II

### FORMAT FOR BANK GUARANTEE (EMD)

*(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)*

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*],having our registered office at[*address of the registered office of the bank*] (herein after called the “Bank”),are bound unto BSES Yamuna Power Ltd., with its Corporate Office at BSES Shakti Kiran Building, Karkardooma, Delhi -110032, (herein after called —the “Purchaser”)in the sum of Rs. ..../- (Rupees .....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2022

THE CONDITIONS of this obligation are:

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

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

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) Fails or refuses to furnish the performance security, In accordance with the

Instructions to Bidders/ Terms and Conditions;

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

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

(Stamp & signature of the bank)

(Signature of the witness)

## **PROFORMA OF PERFORMANCE BANK GUARANTEE**

**(TO BE ISSUED ON RS 100/- STAMP PAPER)**

Bank Guarantee No.

Place:

Date:

To

BSES YAMUNA Power Limited

Whereas BSES YAMUNA POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s..... with its Registered/ Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is ₹ (The Contract Value)

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.
2. The demand shall consist only of an original letter issued by Purchaser stating

that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at \_\_\_\_\_

1. For Bank

2. Signature

Name Power of Attorney No:

Banker's Seal

Bank Details:

- |                                |                                    |
|--------------------------------|------------------------------------|
| 1. Name of the Bank:           | Axis Bank Limited                  |
| 2. Branch Name & Full Address: | Swasthya Vihar, New Delhi - 110092 |
| 3. Bank Account No:            | 911030003596085                    |
| 4. IFSC Code:                  | UTIB0000055                        |

## **ANNEXURE – III**

### **STATUTORY REQUIREMENTS**

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

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

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage-cum-Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time  
Limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)

- h) Labour license before start of work. (If applicable)
- Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of **Rs. 15 Lacs** (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents)
- J) Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater (Min.2 lakhs)

**7.0 PERFORMANCE SECURITY BANK GUARANTEE:**

- 7.1 Contractor shall furnish the Security in the form of Performance Bank Guarantee (PBG) in the prescribed format (Annexure-II) within 15 days from the date of issue of Order for the due performance of the provisions of Contract Order.
- 7.2 The Performance Bank Guarantee shall be 10% of the total order value inclusive of taxes & duties and shall be valid till completion of work plus twelve (12) months towards the defect liability period. The value of the PBG may be increased for an increase in the value of the order due to any amendment if desired by the company.
- 7.3 The Performance Bank Guarantee shall be issued from any nationalized bank as per company format.
- 7.4 The Company shall reserve the right to invoke the bank guarantee 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 & binding in this regard.
- 7.5 In the event, in Company's sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security 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.
- 7.6 Contractor shall ensure that the work are carried out in accordance with the terms and conditions of this contract. If the work are not carried out to the satisfaction of BYPL, whose decision shall be final and binding, the Bank Guarantee shall be encashed and in addition, the Contractor shall be liable to pay and / or reimburse to the Company a sum equal to Rs. 1 lakh. Further, the Company reserves the right to terminate the contract with immediate effect and the Contractor shall not be liable for any compensation under the contract.

**8.0 PAYMENT TERMS:**

- 8.1 95% payment on monthly pro-rata basis on submission of detailed measurement bills along with all supporting documents duly certified by Engineer-In-Charge for the works executed during the previous month which will be eligible for one payment per month.
- 8.2 Balance 05% retention payment would be released after the completion of the project and against Work Completion Certificate issued by Head-Civil.
- 8.3 Company shall make payments against the bills within 30 days from the date of submission of the bills, duly verified and certified by Engineer-In-Charger by quoting all the applicable clauses of agreement along with documentation in support of verification, at Vendor Support Cell, Shakti Kiran Building, Karkardooma, Delhi after deduction of taxes required by applicable laws to be deducted at source and recovery of materials, water, electricity, etc, if supplied by Company.
- 8.4 The contractor shall submit the invoice along with the checklist duly filled in. Invoices raised for work carried out under this order, in the manner indicated above, will be

## 2.3 Penalty Policy on Safety Violation

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand gloves/ reflective jacket/Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	-First Offence -Warning Note & Rs.2000/- - Second Offence -Warning Note & Fine of Rs.5000/- -Third Offence-Note of recommendation of the concerned workmen/ supervisors for termination of his job & Fine of Rs.15000/-	➤ Recommendation by OHS Representative/ EIC/Head (Civil) ➤ Approval by Safety Head Deduction by Finance & Account
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or where from a person may fall. Not using Safety Net to arrest falling objects and personnel. Not using Arc Protection Face Shield Not using barricading cone and tape. (Poor quality or damaged item means noncompliance)	-First Offence -Warning Note & Fine of Rs.5000/- - Second Offence -Warning Note for dismissal and a Fine of Rs.10000/- -Third Offense -Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/	➤ Recommendation by OHS Representative/ EIC/Head (Civil) ➤ Approval by Safety Head Deduction by Finance & Account
C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	-First Offence -Warning Note & Fine of Rs.10000/- -Second Offence -Action for the concerned workmen/ supervisors for termination of his job and fine of Rs.20000/-.	➤ Recommendation by OHS Representative/ EIC/Head (Civil) ➤ Approval by Safety Head Deduction by Finance & Account

### Notes:

- If there are 03 violations by an individual employee / supervisor of the vendor, services will be terminated.
- If there are 10 violations in one quarter, will be recommended for termination of contract order.
- Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations. (Example - If at first offence 3 persons are found working without safety helmet, the penalty would be  $3 \times 2000 = \text{Rs.}6000/-$ )
- The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.

- Recommending authority shall fill the Annexure-1 based upon his factual observations and shall send it to / EIC/Head (civil) and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same in the Annexure & shall send it back to EIC/Head (Civil) and Safety Head.
- Recommending Authority means all, EIC, HODs, Site Safety officer/Supervisor, representatives from EHS and other personnel authorized jointly by O&M / Civil.
- EIC/Head (Civil), and Safety Head may impose penalty for serious violations directly.
- All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
- Safety violations to be considered for Penalty are classified as A, B & C.



**Annexure-B**

**BSES YAMUNA POWER LIMITED**  
**(Name of Site)**  
**Safety Appreciation / Violation Memo**

DIVISION/Area: -----

Date & Time: -----

Name of Contractor: -----

Activity: -----

Name of EIC: -----

Appreciation/Penalty Memo:-

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

**Safety Appreciation/Violation Note:**

**Recommended By:**

Name: -----

Designation: -----

Sign/Date: -----

**Approved By (EIC):**

Name: -----

Designation: -----

Sign/Date: -----



**Annexure-C**

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

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

Location/Area: -----

Date & Time: -----

Name of Contractor: -----

No of Labourers-----

Status of PPE's

S.No.	Name of PPEs/Tool No. of PPEs (if applicable)	Conditions	Remarks
1	Safety Helmet		
2	Safety Google		
3	Electrical Insulating Hand Gloves		
4	Full Body Harness		
5	Safety Shoes		
6	Reflective Jacket		

Signature / Date -----

## Annexure-D

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

#### Monthly Status - Accident / Incident

Location/Area: -----

Date & Time: -----

Name of Contractor: -----

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

S.NO.	Type of Accident /Incident//Near Miss /Dangerous Occurrences / First Aid	Person Injured	Brief Description
1			
2			
3			
4			
5			

**Table - 2: Learning from Incidents:**

S.No.	Brief Description	Root Cause	Recommendation

**Table - 3: Summary of Person Injured:**

S.No.	Name of Employee Emp. ID / Designation/PF No./ESI No.	Type of Injury	Duration of Medical Rest	
			From:	To

**Table - 4: Safety Inspections / Violation**

S.No.	Date	Location	Discrepancies	Compliance

**Table - 5 : Health & Safety Complaints & Suggestions :**

S.No.	Date	Location	Compliance/Suggestion

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

-----  
-----

Signature / Date -----.



Annexure-E

BSES YAMUNA POWER LIMITED  
(Name of Site)

Format - PPE's Receipt by workers

Division:

Name of Contractor:

S.No.	Name Designation	Safety Helment	Electrical insulation Hand Gloves	Full Body Harness	Reflective Jacket	Safety Shoes	Safety Google	Signature

Signature of Contractor / Date-----

## Annexure-F

### QUALITY OF SAFETY TOOLS

#### **1). Safety Shoes -**

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

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant

Lead MAKE: BATA/LIBERTY

#### **2). Safety Helmets:**

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

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

Shell Material	UV stabilized HDPE, Non vented
Suspension	• With 4 Point Fas Trac Ratchet Suspension sewn headband • Textile straps made from polyester Suspension • point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head • Easy clean sweatband
Size	52-62 cm
Accessory slot	Standard 30 mm with removable HDPE dead plugs suitable to leak proof fitting
Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
weight	360 g

Lead MAKE: 3M / KARAM/ Honeywell

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

Anchorage	Adjustable two chest attachment D-rings and A dorsal attachment D-ring
Adaptability	Adjustable shoulder and thigh straps
Convenience	Shoulder and thigh straps differentiated by a dual color scheme.
Ergonomics	Ideally. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS :	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

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

- Poly carbonate/ Acetate lens for special applications requiring superior chemical resistance.
- Industrial version of tough and popular first responder goggles.
- Soft Flex low profile frosted frame for increased comfort.
- Comfortable headband with length adjustment.
- Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
- Sightgard + premium anti-fog coating (EN 166 "N") with good anti- scratch properties.

## Technical Specification of spectacles:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 "N" & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
<b>Marking / Approvals</b>	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +550 C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ 3M

5) **Electrical Insulating Hand Gloves** - Shall be used to prevent electric shock based upon the hazards/risks involved in a particular activity. Safety goggles shall meet the following feature

- Breakthrough manufacturing process delivers exception dry grip.
- Soft and flexible for enhanced tactility, high dexterity and wearer comfort.
- Ergonomic design featuring tapered fingers to reduce hand fatigue.
- Relaxed wrist for easy on/off.

Length	360mm
Class	2
Thickness	3.6mm
Proof test voltage	20000
Maximum use voltage	11000
Tensile strength	>16mpa[Mega Pascal]
Puncture resistance	>18N/mm [Newton per mili meter]
Elongation at break	>600% [Stretching length]
Tension set	<15%

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

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

EN certified to electrical and thermal hazards,  
EN certified to thermal & electrical hazards to confirm EN 60-903,  
EN certified to mechanical hazard to EN-388  
Lead MAKE: Honeywell / ANSELL

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

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

8) **Road barricading cone with barricading tape** - Shall be used by the worker during the operation / maintenance work.

## ANNEXURE – V

### NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

By And Between

\_\_\_\_\_, a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART

And

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as the "Receiving Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the OTHER PART

Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS the Disclosing Party is in discussions with the Receiving Party for Security Management Services ("Project") and the Disclosing Party may in conjunction with the aforesaid disclose to the Receiving Party information relating to their businesses which is confidential and sensitive in nature and the Receiving Party is willing to undertake to restrict the use and further disclosure of the information in accordance with the terms and conditions set out herein:

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").

2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and

includes information provided in various meetings.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv) avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.

5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.

6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).

7. The term of this Agreement is 1 years from the date of execution of this

Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.

8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

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Authorized Signatory

Name:

Designation:

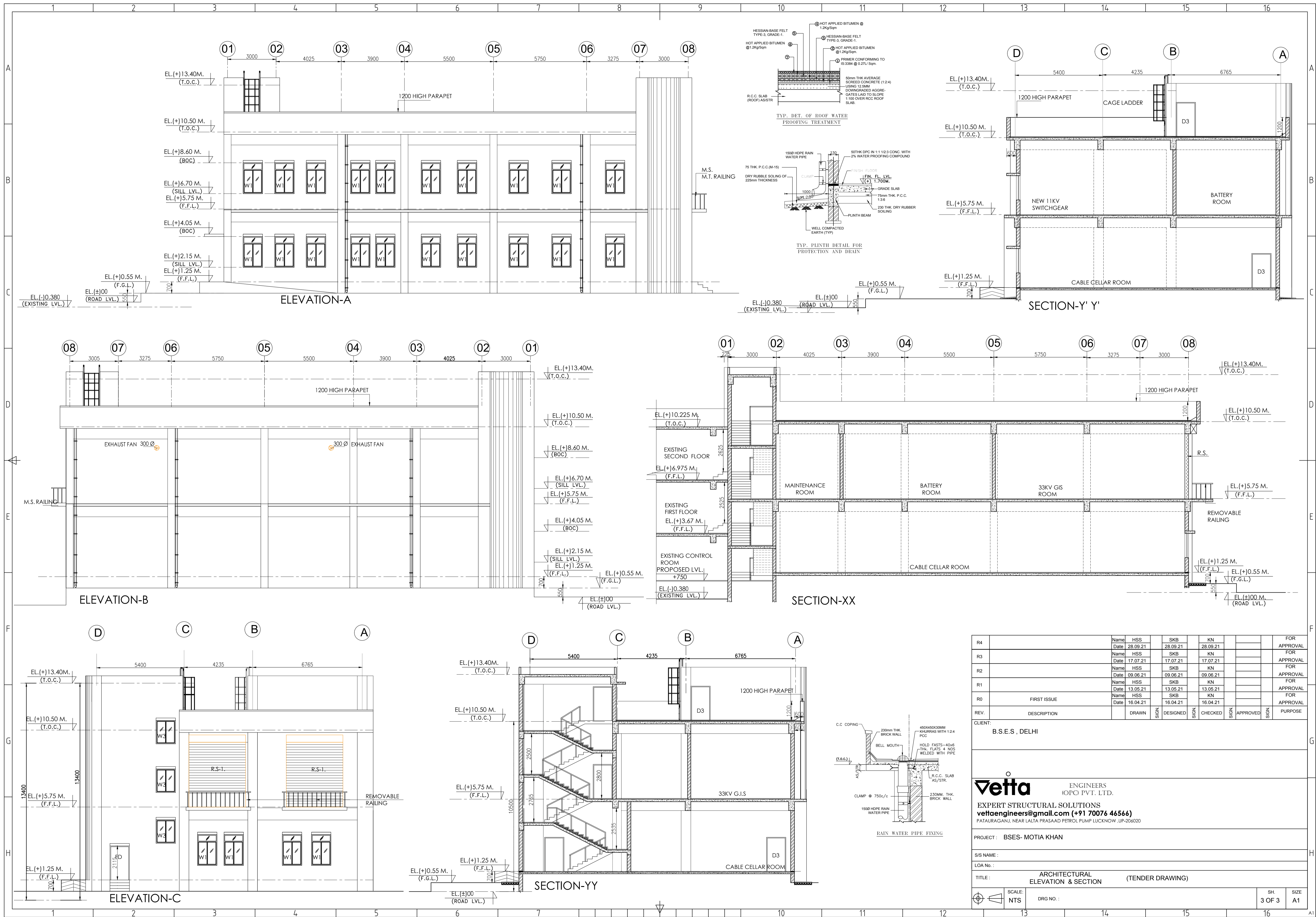
For the Receiving party

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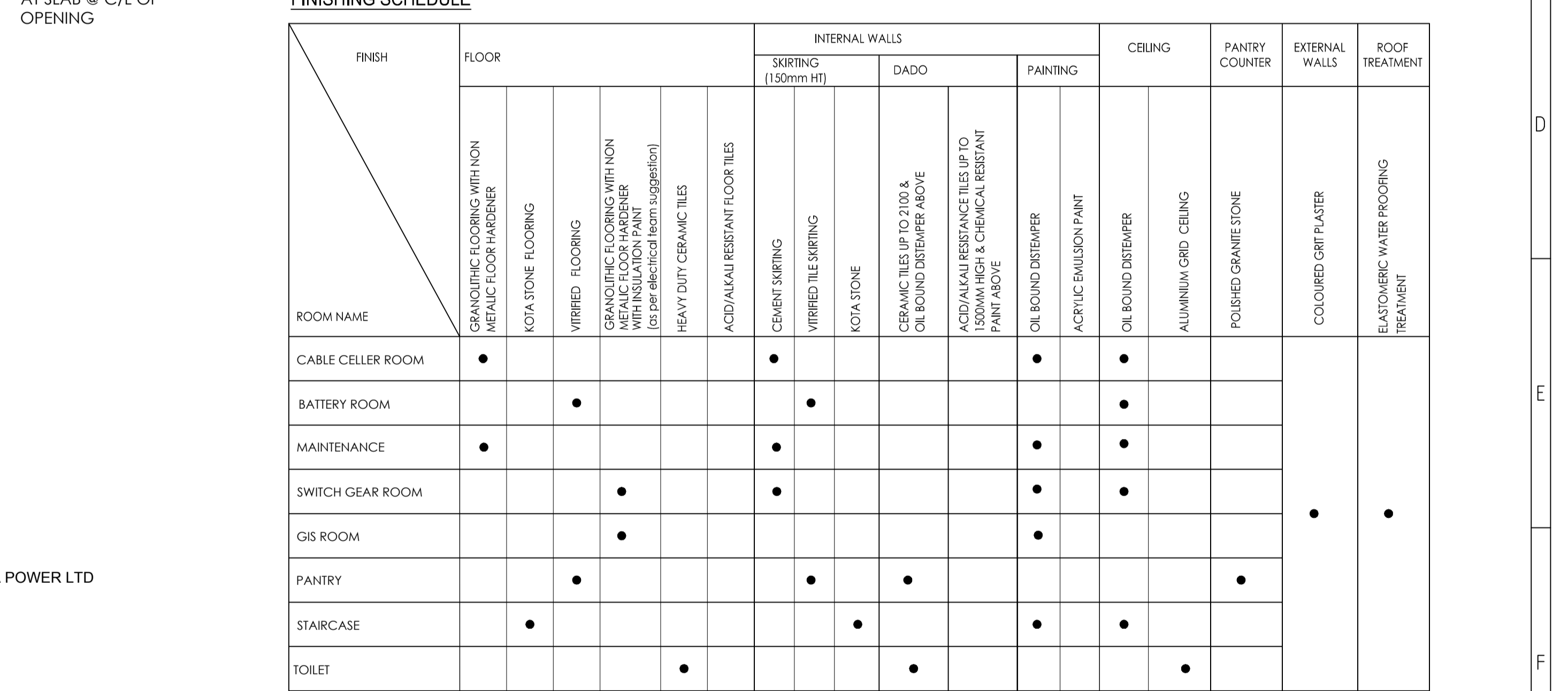
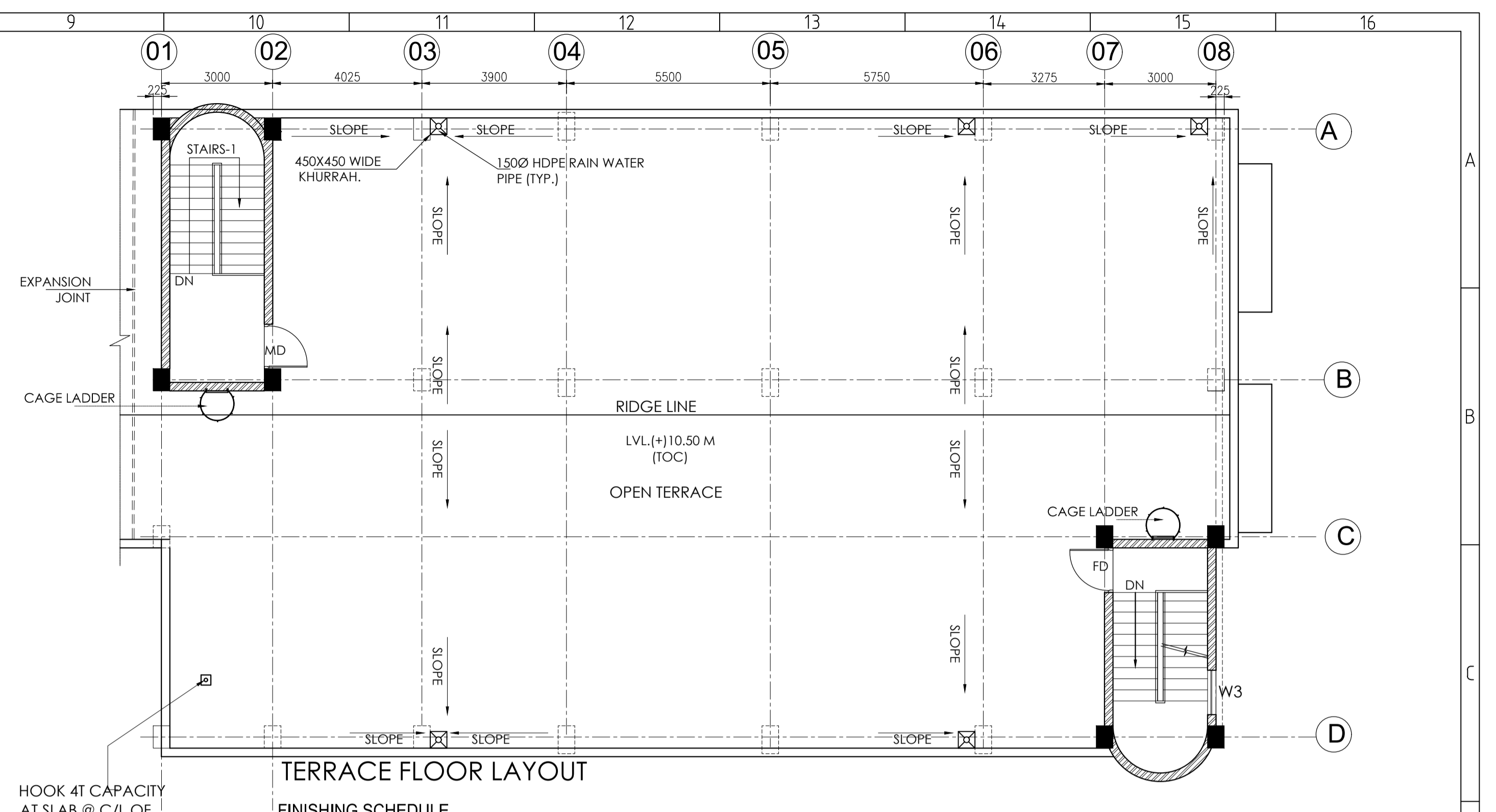
Authorized Signatory


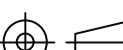
Name:

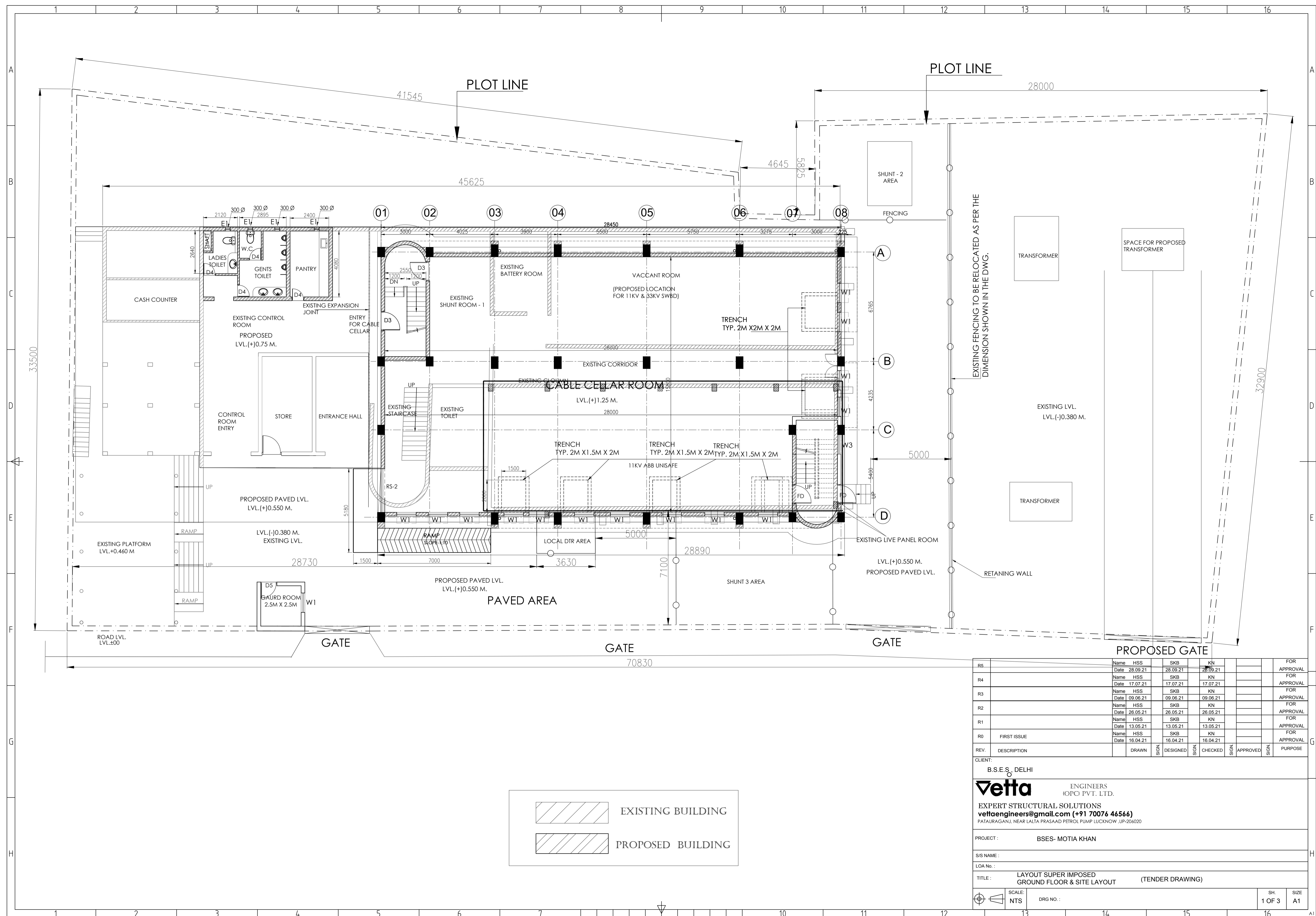
Designation:



R4		Name	HSS	SKB	KN			FOR APPROVAL
		Date	28.09.21	28.09.21	28.09.21			FOR APPROVAL
R3		Name	HSS	SKB	KN			FOR APPROVAL
		Date	17.07.21	17.07.21	17.07.21			FOR APPROVAL
R2		Name	HSS	SKB	KN			FOR APPROVAL
		Date	09.06.21	09.06.21	09.06.21			FOR APPROVAL
R1		Name	HSS	SKB	KN			FOR APPROVAL
		Date	13.05.21	13.05.21	13.05.21			FOR APPROVAL
R0	FIRST ISSUE	Name	HSS	SKB	KN			FOR APPROVAL
		Date	16.04.21	16.04.21	16.04.21			FOR APPROVAL
REV.	DESCRIPTION		DRAWN	DESIGNED	CHECKED	APPROVED		PURPOSE
CLIENT: B.S.E.S , DELHI								
<div><div></div><div>ENGINEERS (IOP) PVT. LTD. EXPERT STRUCTURAL SOLUTIONS vettaindians@gmail.com (+91 70076 46566) PATAURGANJ, NEAR LALITA PRASAD PETROL PUMP LUCKNOW, UP-206020</div></div>								
PROJECT : BSES- MOTIA KHAN								
S/S NAME :								
LOA No. :								
TITLE : ARCHITECTURAL ELEVATION & SECTION (TENDER DRAWING)								
SCALE: NTS			DRG NO. :			SH. 3 OF 3		SIZE A1



R5		Name	HSS	SKB	KN				FOR APPROVAL
		Date	28.09.21	28.09.21	28.09.21				
R4		Name	HSS	SKB	KN				FOR APPROVAL
		Date	17.07.21	17.07.21	17.07.21				
R3		Name	HSS	SKB	KN				FOR APPROVAL
		Date	09.06.21	09.06.21	09.06.21				
R2		Name	HSS	SKB	KN				FOR APPROVAL
		Date	26.05.21	26.05.21	26.05.21				
R1		Name	HSS	SKB	KN				FOR APPROVAL
		Date	13.05.21	13.05.21	13.05.21				
R0	FIRST ISSUE	Name	HSS	SKB	KN				FOR APPROVAL
		Date	16.04.21	16.04.21	16.04.21				
REV.	DESCRIPTION		DRAWN	SIGN	DESIGNED	SIGN	CHECKED	SIGN	APPROVED
CLIENT:	BSES YAMUNA POWER LTD								
 <p>ENGINEERS I/O PVT. LTD. EXPERT STRUCTURAL SOLUTIONS vettaingeni@gmail.com (+91 70076 46566) PATRAKURGANJ, NEAR LALTA PRASHAD PETROL PUMP LUCKNOW. JF-206220</p>									
PROJECT : BSES- MOTIA KHAN									
S/S NAME :									
LOA No. :									
TITLE : ARCHITECTURAL FLOOR PLAN GROUND , FIRST & TERRACE									
(TENDER DRAWING)									
		SCALE: NTS	DRG No. :				SH. 2 OF 3	SIZE A4	



## **ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed and stamped by the bidder prior to participation in the auction event)

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

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

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

- 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 auction event for arriving at contract amount.

**BILL OF QUANTITY / PRICE FORMAT**

**Name of work:- Construction of double storey building and other associated civil work required for conversion of 33/11KV Grid from outdoor AIS to indoor GIS at Motia Khan Grid - Civil & Illumination work**

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth upto 50 m and lift upto 1.5 m, disposed soil to be levelled and neatly dressed : All kinds of soil.	1800	SQM		
2	Earth work in excavation by mechanical means (hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed : All kinds of soil.	3300	CUM		
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed : Ordinary rock.	50	CUM		
4	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed : Hard rock (blasting prohibited)	120	CUM		
5	Supplying and filling in plinth with Jamuna sand under floors including, watering, ramming consolidating and dressing complete.	180	CUM		
6	Supplying and stacking of good earth at site including royalty and carriage for all leads & lifts (earth measured in stacks will be reduced by 20% for payment).	3400	CUM		
7	Filling available excavated earth (excluding rock) in trenches plinth, sides of foundations etc. in layers not exceeding 20 cm in depth : consolidating Ea deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m	3100	CUM		
8	Extra for every additional lift of 1.5 m or part thereof in - All kinds of soil.	1750	CUM		
9	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials.Ordinary or hard rock	1050	CUM		
10	Dewatering of water by motor of 5HP including charges of generator/electricity as per direction of EIC.	2740	H		
11	Supplying and spreading uniformly in yard of grid s/stn. blue stone aggregate 20 mm single size of good quality i/c loading, unloading for all leads & lifts complete, as per direction of Engineer in charge.	130	CUM		
12	Extra rates for quantities of works, executed on or under foul position, including pumping out water as required. The extra percentage rate is applicable in respect of each item but limited to quantities of work executed in these difficult conditions. The unit, namely, metre depth, to be considered for payment, shall be the depth measured from the sub soil water level up to the centre of gravity of the qty executed in difficult conditions. The depth shall be reckoned correct to 0.10 m, 0.05 m or more shall be taken as 0.10 m and less than 0.05 m ignored.	2700	Mtr		
13	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	35	CUM		
14	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm ) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.	100	CUM		
15	Open timbering in trenches including strutting and shoring complete (measurements to be taken of the face area timbered) Depth not exceeding 1.5 m	500	SQM		
16	Open timbering in trenches including strutting and shoring complete (measurements to be taken of the face area timbered) Depth exceeding 1.5 m but not exceeding 3 m	500	SQM		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
17	Open timbering in trenches including strutting and shoring complete (measurements to be taken of the face area timbered) Depth exceeding 3 m but not exceeding 4.5 m	500	SQM		
18	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)	10	CUM		
19	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)- Using C&D waste material.	310	CUM		
20	Providing and laying damp-proof course 50 mm thick with cement concrete 1:2:4 (1 Cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	100	SQM		
21	Applying a coat of residual petroleum bitumen of grade of VG-10 of approved quality using 1.7 kg per square metre on damp proof course after cleaning the surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil.	180	SQM		
22	Making plinth protection 50 mm thick of cement concrete 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including finishing the top smooth.	80	SQM		
23	Providing and laying in position ready mixed M-25 grade concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. (Note :- Cement content considered in this item is @ 330 kg/cum). All works upto plinth level.	730	CUM		
24	Providing and laying in position ready mixed M-25 grade concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. (Note :- Cement content considered in this item is @ 330 kg/cum). All works above plinth level upto floor V level	485	CUM		
25	Supplying and placing of precast M35 RCC trench cover of approved make and of required sizes with 1 mm thick 50mm wide MS strip all around welded to the steel reinforcement bar of dia not less than 8mm (to meet design requirements), two no. Lifting hooks of 12 mm dia and giving proper finishing of top surface.	340	SQM		
26	Providing and laying design mix cement concrete of M-25 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/expansion, onstruction & longitudinal joints ( 10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately). Note:- Cement content considered in M-25 is @ 330 kg/cum. Excess/less cement used as per design mix is payable/ recoverable separately	70	CUM		
27	Extra for laying reinforced cement concrete in or under foul positions	680	CUM		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
28	Extra for Vacuum treatment dewatering with screed board vibrator as per specification of Engineer in Charge	330	SQM		
29	Extra for R.C.C./ B.M.C/ R.M.C. work above floor V level for each four floors or part thereof.	450	CUM		
30	Centring and shuttering including strutting, propping etc. and removal of form work for : Foundations, footings, bases of columns.	285	SQM		
31	Centring and shuttering including strutting, propping etc. and removal of form work for: Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets , kerbs and step etc.	2315	SQM		
32	Centring and shuttering including strutting, propping etc. and removal of form for: Suspended floors, roofs, landings, balconies and access platform	1030	SQM		
33	Centring and shuttering including strutting, propping etc. and removal of form for: Shelves (Cast in situ)	20	SQM		
34	Centring and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth beams, girders, bressumers and cantilevers.	1260	SQM		
35	Centring and shuttering including strutting, propping etc. and removal of form work for Columns, piers, abutments, pillars, posts and struts	720	SQM		
36	Centring and shuttering including strutting, propping etc. and removal of form for : Stairs, (excluding landings) except spiral- staircases.	115	SQM		
37	Centering and shuttering including strutting, propping etc. and removal of form for : Weather shade, Chajjas, corbels etc., including edges	45	SQM		
38	Extra for additional height in centering, shuttering where ever required with adequate bracing, propping etc., including cost of de-shuttering and decentering at all levels, over a height of 3.5 m, for every additional height of 1 metre or part thereof (Plan area to be measured) : Suspended floors, roofs, landing, beams and balconies (Plan area to be measured).	965	SQM		
39	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/ structure, upto 25 metre height, above ground level including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chalis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and / or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once only for execution of all items for such works.	50	SQM		
40	Reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete. cold twisted bars	117430	KG		
41	Add for plaster drip course/groove in plastered surface or moulding to R.C.C. projections	475	Mtr		
42	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in cement mortar 1 : 6 (1 cement : 6 coarse sand )	55	CUM		
43	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	440	CUM		
44	Half brick masonry with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in superstructure above plinth level upto floor V level in cement mortar 1:4 (1 cement : 4 coarse sand)	330	SQM		
45	Extra for providing and placing in position 2 No. 6 mm dia M.S bars at every third course of half brick masonry	330	SQM		
46	Providing and laying factory made Precast concrete solid blocks of 200 mm thickness of grade M10 made of C&D waste from approved manufacturer in foundation and plinth in:Cement mortar 1:6 (1 cement : 6 coarse sand)	30	CUM		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
47	Providing and laying 60mm thick factory made cement concrete paver block of approved shape and colour of M -30 grade made of C&D waste by block making machine with vibratory compaction laid in required pattern and including over 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	250	SQM		
48	Extra for brick work / AAC block masonry / Tile brick masonry in superstructure above floor V level, for each four floors or part thereof by mechanical means.	5	CUM		
49	12 mm cement plaster of mix 1:4 ( 1 cement : 4 fine sand)	5200	SQM		
50	15 mm cement plaster on rough side of single or half brick wall of mix: 1:4 ( 1 cement : 4 coarse sand).	1420	SQM		
51	6mm cement plaster to ceiling of mix: 1:3 (1 cement : 3 fine sand)	1440	SQM		
52	Extra for providing and mixing water proofing material in cement plaster work in proportion recommended by the manufacturers.(Per Bag of 50 KG cement used in the mix)	870	Bag		
53	Washed stone grit plaster on exterior walls height upto 10 Meter. above ground level, in two layers,under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand), furrowing the under layer with scratching tool,applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1cement : 1/2 coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around as per approved pattern including scrubbing and washing. the top layer with brushes and water to expose the stone chippings, complete as per specification and direction of Engineer-In-Charge (Payment for providing grooves shall be made separately)	1760	SQM		
54	Forming groove of uniform size in the top layer of washed stone grit plaster as per approved pattern using wooden battens,nailed to the under layer including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specification and direction of the Engineer-In-Charge. 15 mm wide and 15 mm deep groove.	2640	Mtr		
55	Extra for using dholpur /Jaiselmer stone grit in place of ordinary grit as per direction of EIC	1760	SQM		
56	Extra for using silver cement in place of ordinary cement in the top layer of item of washed stone grit plaster as per direction of EIC	1760	SQM		
57	Extra for plastering exterior walls of height more than 10 m from ground level for every additional height of 3 m or part thereof.	200	SQM		
58	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : water thinnable Cement primer.	3870	SQM		
59	Distempering with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete. as per manufacturer's specification. Two or more coats on new work.	4870	SQM		
60	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @2.20kg/10 sqm).	1200	SQM		
61	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.	200	SQM		
62	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	4870	SQM		
63	Applying plaster of paris punning on walls up to 12 mm thickness as may be required so as the finished surface would be in plumb, plane and smooth.	100	SQM		
64	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1:4 (1cement : 4 coarse sand) : 25 mm thick.	280	SQM		
65	Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12mm (average) thick cement mortar 1:3 (1cement : 3coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete.	165	SQM		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
66	Providing and fixing homogeneous Polyvinyl chloride sheet /tile in flooring and skirting in approved pattern on a smooth and damp proof base using rubber based adhesives of approved quality and manufacturer like Dunlop S-758, Fevicol SR 998 or equivalent including rolling with light wooden roller weighing 5 Kg all complete as directed by Engineer-In-Charge, in approved colour and shade. 2 mm thick.	380	SQM		
67	Providing and fixing 18 mm thick gang saw cut mirror polished premoulded and prepolished, machine cut for kitchen platforms, vanity counters, windows, sills, facias and similar locations of required size of approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 Cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing ,curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade. Area of slab over 0.5 Sqm.	10	SQM		
68	Providing and fixing granite stone slab table rubbed , edges rounded and polished of size 75x50 cm deep and 1.8 cm thick fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6mm nominal size) as per direction of Engineer-in-charge and finished smooth.Granite stone of approved shade.	10	SQM		
69	52 mm thick cement concrete flooring with concrete hardener (approved make) topping under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick Hardcrete cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume with which hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	1070	SQM		
70	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shade except burgundy, bottle green , black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of Cement Mortar 1:3 (1 Cement : 3 Coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	80	SQM		
71	Providing and laying antiskid Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as white, ivory, grey fume red brown, laid on 20mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand) including pointing the joints with white cement and matching pigment etc., complete.	100	SQM		
72	Providing and laying polished vitrified floor tiles 10 mm thick with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm.Make : Kajaria-double charge.	250	SQM		
73	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement :2 coarse sand : 4 graded stone aggregate of 10 mm and down gauge) including finishing with cement mortar 1:3 ( 1 cement: 3 fine sand ) as per standard design : In 75 x75 mm deep chase.	100	Mtr		
74	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20mm nominal size) over P.V.C. sheet 1mx 1mx400 micron, finished with 12 mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement rounding the edges and making and finishing the outlet complete.	5	EACH		
75	Providing and fixing glass strips in joints of terrazo/cement concrete floors. - 40 mm wide and 4 mm thick.	1600	Mtr		
76	Cement plaster skirting (upto 30 cm height) with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement. 18 mm thick.	160	SQM		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
77	Providing and fixing (factory made-C&D waste material) precast c.c. kerb stone size 300 X 300 X 150 mm with one side taper of 100 mm shadow made up of C&D waste material in ready size and the like including fixing in c.m 1:2 (1 cement : 2 fine sand) including required centring and shuttering etc. complete as per direction of Engineer-in-charge. Kerb stone size 300 x 300 x 150 mm using C&D waste material	110	Mtr		
78	False ceiling in armstrong fine fissured butt edge tiles 595x595mm : providing & fixing of armstrong fine fissured butt edge tile ceiling "complete in all respects using armstrong channels,hangers etc. item ""complete with all edge cut tiles and required cutting for lights, " "speakers, detectors, diffusers, etc.tile code-armstrong fine fissured nf butt edge.	20	SQM		
79	Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (part 1) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters : 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	5	SQM		
80	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fasteners shall be paid for separately : sal wood.	1	CUM		
81	30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm ( $\pm 0.2$ mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm ( $\pm 0.1$ mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm ( $\pm 0.2$ mm) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm ( $\pm 0.1$ mm) wall thickness . The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.	15	SQM		
82	Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS: 4454 - part 1 and M.S. top cover of required thickness for rolling shutters. 80x1.25 mm M.S. laths with 1.25 mm thick top cover.	40	SQM		
83	Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5mm, made out of extruded 5 mm rigid PVC foam sheet mitred at corners and joined with 2 Nos. of 150 mm long brackets of 15x15 mm M.S. square tube, the vertical door profiles to be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100 mm size complete as per manufacturers specification and direction of Engineer-in-Charge.	10	Mtr		
84	P/F of anodized aluminium section Door and windows as per design complete with all hardware and accessories like handles, hinges, stays etc. Item is complete with all rubber beadings and the vendor has to ensure that all gaps between wall surfaces and edge sections are properly sealed with approved sealant. Items includes float glass of required thickness. ( Hindalco 2917 series, anodizing in 20 micron, bronze matt colour) Fixed glazing with 8mm glass	10	SQM		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
85	P/F of anodized aluminium section Door and windows as per design complete with all hardware and accessories like handles, hinges, stays etc. Item is complete with all rubber beadings and the vendor has to ensure that all gaps between wall surfaces and edge sections are properly sealed with approved sealant. Items includes float glass of requird thickness. ( Hindalco 2917 series, anodizing in 20 micron, bronze matt colour) Openable doors,windows with 8mm glass	70	SQM		
86	Fire rated door frame made with 1.6 mm thick G.I sheet (120 minutes fire rating)	40	Mtr		
87	Fire rated door shutter made with 1.6 mm thick G.I sheet (120 minutes fire rating) including hinges ( without glass panels)	10	SQM		
88	Providing and fixing factory made uPVC white colour casement/casement cum fixed glazed windows comprising of uPVC multi-chambered frame, sash and mullion (where ever required) extruded profiles duly reinforced with 1.60 ± 0.2 mm thick galvanized mild steel section made from roll forming process of required length (shape & size according to uPVC profile), uPVC extruded glazing beads of appropriate dimension, EPDM gasket, stainless steel (SS 304 grade) friction hinges, zinc alloy (white powder coated) casement handles, G.I fasteners 100 x 8 mm size for fixing frame to finished wall, plastic packers, plastic caps and necessary stainless steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, mullion (if required) shall be also fusion welded including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of required size and of approved quality, all complete as per approved drawing & direction of Engineer-in-Charge. (Single / double glass panes and silicon sealant shall be paid separately) Note: For uPVC frame, sash and mullion extruded profiles minus 5% tolerance in dimension i.e. in depth & width of profile shall be acceptable. Casement window double panels with top fixed with S.S. friction hinges (350 x 19 x 1.9 mm) made of (small series) frame 47 x 50 mm, sash 47 x 68 mm & mullion 47 x 68 mm all having wall thickness of 1.9 ± 0.2 mm and single glazing bead of appropriate dimension. ( Area of window upto 2.50 sqm).	51.5	SQM		
89	Providing and fixing glazing in door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item). With float glass panes of 8.00 mm thickness.	15	SQM		
90	P/F silicon on both sides of glass with becker rod complete in all respect.	40	Mtr		
91	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern and C.P flush bend with fittings & C.I. brackets, 40 mm flush bend, over-flow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete including painting of fittings and brackets, cutting and making good the walls and floors wherever required. W.C. pan with ISI marked white solid plastic seat and lid.	5	EACH		
92	Providing and fixing white vitreous china flat back half stall urinal of size 580x380x350 mm with white PVC automatic flushing cistern, with fittings, standard size C.P. brass flush pipe, spreaders with unions and clamps (all in C.P. brass) with waste fitting as per IS : 2556, C.I. trap with outlet grating and other couplings in C.P. brass, including painting of fittings and cutting and making good the walls and floors wherever required : Single half stall urinal with 5 litre P.V.C. automatic flushing cistern.	5	EACH		
93	Providing & fixing vitreous china Oval wash basin 570x425mm dia. for under counter mounting, specially fabricated brackets painted white, 32mm C.P.cast brass bottle trap and connection pipe to wall with C.P. wall flange and rubber adopter for waste connection complete, including cutting and making good the walls wherever required. (PARRYWARE 0418 OR APPROVED EQUIVALENT, PASTEL COLOUR)	1	EACH		
94	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. flexible pipe 32 mm dia.	5	EACH		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
95	Providing and fixing PTMT Bottle Trap for Wash Basin and sink Bottle trap 31mm single piece moulded with height of 270mm ,effective length of tail pipe of 260mm from the center of the waste coupling 77mm breath with 25mm minimum water seal weight not less than 260 gram.	5	EACH		
96	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour. 450MM long towel rail with total length of 495mm, 78mm wide and effective height of 88mm, weighing not less than 170gms.	5	EACH		
97	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall : 15 mm nominal outer dia Pipes.	150	Mtr		
98	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall : 20 mm nominal outer dia Pipes.	25	Mtr		
99	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls : 15 mm nominal outer dia Pipes.,	25	Mtr		
100	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls : 20 mm nominal outer dia Pipes.,	25	Mtr		
101	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls : 25 mm nominal outer dia Pipes.,	150	Mtr		
102	Providing and fixing C.P. brass bib cock of approved quality conforming to IS: 8931: 15 mm nominal bore	2	EACH		
103	Providing/fixing C.P. brass flange cap for bib cock/stop cock.	2	EACH		
104	Providing and fixing gun metal gate valve with C.I. wheel of approved quality(screwed end): 25 mm NB.	1	EACH		
105	Providing and fixing gun metal gate valve with C.I. wheel of approved quality(screwed end): 40 mm NB	1	EACH		
106	Providing and fixing C.P. brass angle valve for basin mixer and gyser points of approved quality conforming to IS:8931 a) 15 mm nominal bore : 15 mm nominal bore	3	EACH		
107	Providing and fixing uplasticised PVC connection pipe with brass unions: 45 cm length, 15 mm NB.	20	EACH		
108	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, ISI : 12701 marked, indicating the BIS License No. with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	3000	Litre		
109	Providing and fixing C.P. brass bib cock of approved quality conforming to IS: 8931: 15 mm nominal bore.	2	EACH		
110	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms : 15 mm nominal bore.	2	EACH		
111	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms: 15 mm nominal bore.	2	EACH		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
112	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931: 15 mm nominal bore.	2	EACH		
113	Providing and fixing PTMT Ball cock of approved quality, colour and make complete with Epoxy coated aluminium rod with L.P./H.P.H.D. plastic ball 15mm nominal bore, 105 mm long, weighing not less than 138 gms.,	2	EACH		
114	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) allround S.W. pipes including bed concrete as per standard design: 150 mm dia S.W. pipe.	15	Mtr		
115	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) allround S.W. pipes including bed concrete as per standard design: 200 mm dia S.W. pipe.	2	Mtr		
116	Constructing brick masonry manhole in cement mortar 1:4 (1 cement:4 coarse sand) RCC top slab with 1:2:4 mix (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix ( 1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1cement: 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4(1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design : Inside size 90x80cm and 45cm deep including CI cover with frame(light duty) 455x610mm internal dimensions, total weight of cover and frame to be not less than 38kg (weight of cover 23kg and weight of frame 15kg) With common burnt clay F.P.S (non modular) bricks with class designation 7.5	15	EACH		
117	Constructing brick masonry manhole in cement mortar 1:4 (1 cement:4 coarse sand) RCC top slab with 1:2:4 mix (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size), foundation concrete 1:4:8 mix ( 1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size) inside plastering 12 mm thick with cement mortar 1:3 (1cement: 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4(1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design : Inside size 120x90cm and 90 cm deep including CI cover with frame(medium duty) 500 mm internal diameter, total weight of cover and frame to be not less than 116kg (weight of cover 58kg and weight of frame 58kg) With common burnt clay F.P.S (non modular) bricks with class designation 7.5	10	EACH		
118	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement and making necessary channels for the drain etc. complete : For pipes 100 to 250 mm diameter.	5	EACH		
119	Constructing brick masonry road gully chamber 110x50x77.5 cm with bricks in cement mortar 1:4 (1 cement :4 coarse sand) including 500x450 mm precast R.C.C. horizontal grating with frame and vertical grating complete as per standard design: with common burnt clay F.P.S (non modular) bricks of class designation 7.5	5	EACH		
120	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : (a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm. This layer will be allowed to air cure for 4 hours. (b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry. 22.5	35	SQM		
121	Providing and fixing unplasticised- PVC pipe clips of approved design to unplasticised- PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4 (1cement : 4 coarse sand) and making good the wall etc. complete. 110 mm	60	EACH		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
122	Providing and Laying 150mm dia PVC pipe (Heavy duty-working pressure 6Kg/cm <sup>2</sup> ) of Prakash or equivalent make as per required slope for sewer line including jointing etc. complete as per direction of Engineer-in-charge (Wt. of pipe-22 Kg approx).	100	Mtr		
123	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations. (a) Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS: 2645 and approved by Engineer -in charge over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment. (b) Laying brick bats with mortar using broken bricks/brick bats 25mm to 115mm size with 50% of cement mortar 1:5 (1cement : 5coarse sand) admixed with water proofing compound conforming to IS: 2645 and approved by Engineer -in charge over 20 mm thick layer of cement mortar of mix 1:5 (1cement : 5coarse sand) admixed with water proofing compound conforming to IS: 2645 and approved by Engineer -in charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs. (c) After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS: 2645 and approved by Engineer -in charge. (d) Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1cement :4coarse sand) admixed with water proofing compound conforming to IS: 2645 and approved by Engineer-in-charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep. (e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above	640	SQM		
124	Providing and Fixing bevelled edge mirror of superior quality glass (Modi /Sant Gobain) complete with 6 mm thick hard board fixed to wooden cleats with cp brass screws and washers etc complete.	2	SQM		
125	Providing and fixing of stainless steel jali of approved design and shape; 100mm dia	12	EACH		
126	P/f & embedding PVC pipes in the masonry/RCC surrounded by 12 mm thick cement mortar of the same mix as of masonry- 150 mm dia	50	Mtr		
127	HDPE pipe for sewer: Providing and laying HDPE Pipe (PN8) conforming to IS 4984:2016 - (PE 80) to required gradient for sewerline including jointing, testing of joints etc. all complete. 200mm dia pipes.	20	Mtr		
128	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	20700	KG		
129	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.	9200	KG		
130	Providing and fixing Transformer Rails.	1000	kg		
131	Providing and placing in position M.S plates to hold the rail for transformer foundation including drilling holes of required size and tightening with nuts and bolts etc.	100	kg		
132	P/F MS chequered plate i/c cutting, straightening, rounding of edges, making lifting arrangement & fixing by welding to M.S angle frame etc.	11700	Kg		
133	Providing and fixing Sign Boards of size upto 5'-0" X 2'-6" made out of M.S. Tube of size 40mm x 40mm, 1mm thick including mounting of M.S. Sheet of 1 mm thickness and writing with vinyl computerised digital letters and cutting & pasting of vinyl sheet of approved colour as per design complete job.	10	SQM		
134	Supplying at site angle iron post and strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10m dia etc. complete.	100	Kg		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
135	Supplying and fixing Hot dipped Reinforced Punched Concertina Coil made of 0.5 mm thick and 19 mm wide tape and spring core wire of 2.59 mm dia of approved quality, dipped in PH2 oil to protect rusting of wire & tape. The coil will be of 760 mm dia when closed and 750 mm dia when spread to 6.0 m of length with 48 numbers of rounds (Eight rounds in one meter length) Stretched and fixed between post with GI Staples/GI wire on existing MS Angle frame as specified complete as per direction of Engineer -in - Charge . (MS Structure steel, cement concrete, painting etc. if required, will be paid separately) Only Straight length between the posts shall be payable.	240	Mtr		
136	Supplying and fixing hot dipped Galvanized Reinforced punched tape made of 0.5 mm wide tape and spring core wire of 2.59 mm dia of approved quality dipped in PH2 oil to protect rusting of wire and tapes Stretched and fixed between post with GI Staples / GI wire in existing MS angle frame as specified complete as per direction of Engineer - in - Charge. (MS structure steel, Cement Concrete, Pointing etc. if required, will be paid separately).	2400	Mtr		
137	Providing and fixing stainless steel ( grade 304) railing made of hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of engineer-in-charge, ( for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	1600	KG		
138	Providing and fixing sheet covering over expansion joints with iron screws as per design. Aluminium fluted strips 3.15 mm thick. 200 mm wide)	200	Mtr		
139	Providing and filling in position bitumen mix filler of proportion 80 kg. of hot bitumen, 1 kg. of cement and 0.25 cubic metre of coarse sand for expansion joints.	1	CUM		
140	Providing and filling in position, blown bitumen in expansion joints.	1	CUM		
141	Demolishing R.C.C. work manually /by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-In-charge.	170	CUM		
142	Demolishing brick work manually /by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-In-charge.: In cement mortar	180	CUM		
143	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 m lead.	8000	Kg		
144	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	500	SQM		
145	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. (	3600	CUM		
146	Boring/drilling bore well of required dia for casing/ strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer -in-charge, upto 90 metre depth below ground level. Rocky strata including Boulders 300 mm dia	25	Mtr		
147	Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings& accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia	5	Mtr		
148	Extra for cutting slots of size 1.6/3.20 mm in unplasticized PVC pipe of 150 mm dia	25	Mtr		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
149	Providing and fixing M.S. clamp of required dia to the top of casing/ housing pipe of tubewell as per IS: 2800 (part I), including necessary bolts & nuts of required size complete. 150 mm clamp	1	EACH		
150	Supplying, filling, spreading & leveling gravels of size range 5 mm to 10 mm, in the recharge pit, over the existing layer of boulders, in required thickness, for all leads & lifts, all complete as per direction of engineer-in-charge.	5	CUM		
151	Providing, supplying and fixing rain water down take pipe including bends, swan necks standard MS fixing clamps, junctions shoes, etc. and painting with two coats of approved black bitumen paint complete as per specifications and directions including all labour, materials equipment and scaffolding etc. complete. i) 110mm. Dia HDPE water down take Pipe as Per IS: 4984	55	Mtr		
152	Providing & fixing cat ladder with cage around made from MS flat and angles as per the specifications. (All materials is in Contractor Scope)	5	Mtr		
153	Providing, supplying and fixing stainless steel toilet paper roll holder of approved quality and make including all fixtures etc. complete as per Engineer's directions including all labour, materials complete.	5	EACH		
154	Providing and fixing 80mm CI Nahani trap conforming to IS:-5219 fixed in cement concrete including CI grating, bend and CI pipe upto the outside face of the wall including cutting holes in walls and making good the same in cement mortar 1:4 etc. complete as directed.	5	EACH		
155	Providing and fixing precoated galvanised iron profile sheets. (size shape make and pitch of corrugation as approved by Engineer in-charge) <b>0.50 mm</b> (+0.05%) total coated thickness with zinc coating 120 grams per sqm as per IS:277, in 240 mpa steel grade 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	370	SQM		
156	Supply and installation of 40 W, 240V, LED Luminaires CRCA steel sheet housing suitable for surface/suspended mounting with accessories finish: white powder coated (RAL 9016).	84	Nos.		
157	Supply and installation of 40 W, 240V, LED water proof Luminaires surface/suspended mounting polycarbonate body corrosion resistant CRCA gear tray cum reflector is finished in white powder coating. IP-65.	8	Nos.		
158	Supply and installation of 150W 240V LED Floodlight(AMAZE) luminaire, pressure die-cast aluminium led housing designed to act as heat sink for efficient dissipation of heat with white powder coated Aluminium reflector(IP 66).	7	Nos.		
159	Supply and installation of DC 220/110V, 20W LED Bulkhead luminaire, suitable for wall/ceiling surface and suspension mounting.	25	Nos.		
160	240V, 1400mm sweep ceiling fan complete with electronic regulator and switch, suspension rod, canopy & accessories.	19	Nos.		
161	1Ph, 240V, 450mm sweep, 4500 CUM/HR Air flow Exhaust fan.	18	Nos.		
162	Supply and installation of 5A and 15A, 240V, 6pin type power socket with switch control suitable for flush/surface mounting.	14	Nos.		
163	Supply and installation of 5A, 240V, single way switch	79	Nos.		
164	Supply and installation of 5A, 240V, two way switch	16	Nos.		
165	Supply and installation of 5A, 240V, 3pin power socket for mounting in switch board	8	Nos.		
166	Supply and installation of 5A, 240V, Fan Regulator for mounting in switchboard.	19	Nos.		
167	Supply and installation of Switch board 2 Module enclosure and cover sheet with back box	5	Nos.		
168	Supply and installation of Switch board 4 Module enclosure and cover sheet with back box	6	Nos.		
169	Supply and installation of Switch board 6 Module enclosure and cover sheet with back box	4	Nos.		
170	Supply and installation of Switch board 8 Module enclosure and cover sheet with back box	3	Nos.		
171	Supply and installation of Switch board 10 Module enclosure and cover sheet with back box	4	Nos.		

S.No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
172	Supply and installation of Switch board 12 Module enclosure and cover sheet with back box	3	Nos.		
173	Supply and installation of 415V Indoor Normal Lighting Panel (NLP-1) Consisting of 63A TPN MCB 1No Incoming – 1 No. R Y B LED Indication lamps with 4A fuse 16A SP MCB Outgoing- 15 Nos. & 16A TP MCB 1 No.	1	Nos.		
174	Supply and installation of 415V Indoor Normal Lighting Panel (NLP-2) Consisting of 63A TPN MCB 1No Incoming – 1 No. R Y B LED Indication lamps with 4A fuse 16A SP MCB Outgoing- 21 Nos.	1	Nos.		
175	Supply and installation of 220V DC Lighting Panel (DCLP) Consisting of 32A DP MCB Incoming - 1No. & 32A Magnetic Contractor - 1No. Under Voltage Relay 1No. & Test Switch 16A DP MCB Outgoing - 7Nos.	1	Nos.		
176	Supply and installation of 25mm Dia GI conduit.	1495	Mtr		
177	Supply and installation of 25mm Dia GI 90 Degree long bend	250	Nos.		
178	Supply and installation of One way junction box suitable for 25mm Dia GI conduit.	80	Nos.		
179	Supply and installation of Two way junction box suitable for 25mm Dia GI conduit.	35	Nos.		
180	Supply and installation of Two way 90° junction box suitable for 25mm Dia GI conduit.	50	Nos.		
181	Supply and installation of Three way junction box suitable for 25mm GI conduit.	76	Nos.		
182	Supply and installation of Four way junction box suitable for 25mm Dia GI conduit.	9	Nos.		
183	Supply and installation of One way pull/junction box for ceiling fan (with hook).	15	Nos.		
184	Supply and installation of Two way pull/junction box for ceiling fan (with hook).	7	Nos.		
185	Supply and installation of Two way 90° pull/junction box for ceiling fan (with hook).	4	Nos.		
186	Supply and installation of Three way pull/junction box for ceiling fan (with hook).	5	Nos.		
187	Supply and installation of Four way pull/junction box for ceiling fan (with hook).	4	Nos.		
188	Supply and installation of Junction box blank cover with 25mm hole knockout provision.	285	Nos.		
189	Supply and installation of 2.5sq mm 1100V grade stranded PVC insulated copper wire for AC lighting wiring Red (R-PHASE).	705	Mtr		
190	Supply and installation of 2.5sq mm 1100V grade stranded pvc insulated copper wire for AC lighting wiring Yellow (Y-PHASE).	700	Mtr		
191	Supply and installation of 2.5sq mm 1100V grade stranded pvc insulated copper wire for AC lighting wiring Blue (B-PHASE).	570	Mtr		
192	Supply and installation of 2.5sq mm 1100V grade stranded pvc insulated copper wire for AC lighting wiring Black (NEUTRAL).	1610	Mtr		
193	Supply and installation of 2.5sq mm 1100V grade stranded pvc insulated copper wire for DC lighting wiring (WHITE-POSITIVE).	310	Mtr		
194	Supply and installation of 2.5sq mm 1100V grade stranded pvc insulated copper wire for DC lighting wiring (GREY-NEGATIVE).	310	Mtr		
195	Supply and installation of 6sq mm 1100V grade stranded pvc insulated copper wire for AC power sockets Red(R-PHASE).	150	Mtr		
196	Supply and installation of 6sq mm 1100V grade stranded pvc insulated copper wire for AC power sockets Yellow(Y-PHASE).	160	Mtr		
197	Supply and installation of 6sq mm 1100V grade stranded pvc insulated copper wire for AC power sockets Blue(B-PHASE).	45	Mtr		
198	Supply and installation of 6sq mm 1100V grade stranded pvc insulated copper wire for AC power sockets Black(NEUTRAL).	355	Mtr		
199	Supply and installation of 14 SWG GI Earth wire for Earthing (YELLOW GREEN).	1965	Mtr		
		<b>Total</b>			