



**OWNER:  
THE TATA POWER COMPANY LIMITED**

**TITLE OF WORK TO BE AWARDED:**

**CONSTRUCTION OF BIODIVERSITY RESEARCH DEVELOPMENT AND TRAINING  
CENTRE AT WALWHAN, LONAVALA, MAHARASHTRA**

**ENQUIRY REFERENCE NO.: CC25PMR013**

## NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR

### CONSTRUCTION OF BIODIVERSITY RESEARCH DEVELOPMENT AND TRAINING CENTRE AT WALWHAN, LONAVALA, MAHARASHTRA

<b>Enquiry reference no.:</b> CC25PMR013
<b>Title of Work:</b> Construction of Biodiversity Research Development and Training Centre at Walwhan, Lonavala, Maharashtra
<b>Type of Bidding:</b> E-tendering (through Ariba online portal) / Two Part (Technical and Price bids under separate envelopes)
<b>Contact Details:</b> All communication including EOI submission shall be addressed to following officer/s: Mr. Prasad Redij Email: <a href="mailto:prasad.redij@tatapower.com">prasad.redij@tatapower.com</a> Copy of all communications shall be marked to (Cc): Ms. Yogita Waman Email: <a href="mailto:yogita.waman@tatapower.com">yogita.waman@tatapower.com</a> Mr. P Ramrayka Email: <a href="mailto:p.ramrayka@tatapower.com">p.ramrayka@tatapower.com</a>

The Tata Power Company Limited (“Owner”) invites Expression of Interest (EOI) from interested parties for the Two-Part e-Tendering Process of following Relevant Work Package:

Table 1

Package Description	Tender Fee	Bid Security	Estimated package value	Last date and time for Payment of Tender Participation Fee	Last date and time for bid submission
Construction of Biodiversity Research Development and Training Centre at Walwhan, Lonavala, Maharashtra.	INR 2000/- (INR Two Thousand Only)  <i>To be submitted along with EOI.</i>	INR 65,000 (INR Sixty Five thousand only).  <i>Bid Security to be submitted as a Guarantee/ DD/ NEFT at the BID stage (and not with EOI)</i>	INR 65 Lakhs (INR Sixty Five Lakhs) approx.	20th June 2024, CoB.	26th June 2024 1700 Hrs

- Interested bidders are strongly advised not to wait by above time and purchase the tender immediately to get the link for bid submission. This will enable them to communicate/raise queries against the subject tender in time.

## 1. INTRODUCTION:

The Tata Power Company Limited (TPC) is among the largest private sector Power Utility companies in India with presence in Generation, Transmission and Distribution of Power through conventional and renewable sources.

The tendering/ procurement activities for this Package are being managed from Tata Power's following office

Smart Center of Procurement Excellence (SCOPE),  
Corporate Contracts,  
The Tata Power Company Limited,  
2<sup>nd</sup> Floor, Sahar Receiving Station, Near Hotel Leela,  
Sahar Airport Road, Andheri East, Mumbai – 400 059, Maharashtra, India.

## 2. SCOPE OF WORK:

Brief scope of work includes Civil, RCC, Architectural and Electrical works required to construct the Biodiversity Research Development and Training Centre at Walwhan, Lonavala, Maharashtra.

## 3. TENDER FEE & TIMELINES:

a) Interested parties meeting the "Bidder Pre-Qualification Requirements" specified under point no. 4 in this document can request tender document and participate in the bidding process by submitting the Expression of Interest (EOI) Letter along with the Tender Fee Payment Details to the contact details mentioned below not later than deadline specified below. Request for extension of EOI submission date will be not entertained.

**b) Interested bidders should submit the Expression of Interest (EOI) letter and tender fee payment details to below mentioned email addresses:**

- Mails shall be addressed to (To): [prasad.redij@tatapower.com](mailto:prasad.redij@tatapower.com)
- Must mark copy to (cc): [yogita.waman@tatapower.com](mailto:yogita.waman@tatapower.com); [p.ramrayka@tatapower.com](mailto:p.ramrayka@tatapower.com)

EOI / requests without complete information and communication as above within deadline shall be liable to be rejected and will not be considered further.

c) Tender Fee, as indicated in the Table1 above may be paid through **NEFT/RTGS** as per details for payment of Tender Fee given in Table2 below:

Table 2

<b>Details for payment of Tender Fee:</b>	
Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
Deadline for tender fee payment and submission of EOI:	<b>20<sup>th</sup> June 2024, CoB.</b>
Deadline for submission of bid in ARIBA and EMD:	<b>26<sup>th</sup> June 2024, 1700 HRS</b>

**d) Expression of Interest letter to be submitted along with tender fee payment details should include the following details:**

- A covering letter duly stamped and signed by an authorized signatory clearly indicating the Tender Reference number and your EOI to participate in the tendering process.
- Tender fee payment details / reference no (ensure that tender fee is received by us within specified deadline)
- Bidder to indicate authorized person name, contact number and e-mail id (mandatory) of the person to whom RFQ / tender and all other communications to be addressed for this tender.

e) Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above after which link from Tata Power E-Tender system (Ariba) will be shared for further communication and bid submission.

**4. BIDDER PRE-QUALIFICATION REQUIREMENTS:**

Interested parties to note that Bidder shall be required to fulfill the following bidder pre-qualification requirement / criteria to qualify for the subject work. Bidder will be required to submit relevant supporting documents to demonstrate their qualification during the bid submission stage against Tender document / RFQ and bidders not found meeting the pre-qualification requirements given below will be disqualified from the tender.

**4.1 TECHNICAL REQUIREMENT:**

Bidder Should have minimum 5 (Five) years of experience in the field of Civil and Architectural Works (**Attach related supporting documents**).

Bidder should provide minimum 2 (Two) references for having successfully rendered Civil and Architectural Works having contract value of Rs. 25 lakhs or above in last 5 (Five) years. (**Attach Purchase order copy, Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies**)

Bidder should furnish List of Clients for whom they have done Civil & Architectural works during the last 5 (Five) years as per nature of contract. **(Attach Certificates from concerned)**

Bidder / Tenderer should have ISO 9001 / ISO 14001 / ISO 45001 certification or must give an undertaking for its willingness to obtain the same within 2 months of qualification for the work.

#### **4.2 FINANCIAL REQUIREMENT:**

Bidder / Tenderer should have minimum Average Annual Turn-over of Rs. 2 Crore (Indian Rupees Two Crores) in the preceding 3 years **(Attach Certificate from Chartered Accountant in this regard)**

It may be noted that the above requirements are minimum qualification criteria. However, Tata Power reserves its right to further assess the capabilities of the parties and reserves its rights to further shortlist, accept or reject any party without assigning any reason. The tender may be split in more than one parties at the discretion of Owner.

#### **5. BID SECURITY / EMD:**

Interested parties to note that Bidder will be required to furnish a Bid Security along with their Bid, in the format prescribed in Bid Document **in the form of Bank Guarantee or through RTGS or Demand Draft**, for an amount as defined in the covering page of this notice document. Bids not accompanied by an acceptable Bid Security shall be rejected by the Owner as being non-responsive and returned to the bidder without being opened.

**Interested parties to note that Bid Security is not required with the EOI** and it is required to be submitted with the Bid only during Bid Submission stage once RFQ is released to the interested parties that have submitted a valid EOI.

#### **6. BIDDING PROCESS:**

Detailed Bid Document (also referred as RFQ) shall be issued through Tata Power e-tender portal (Ariba System) only to the parties that submitted a valid EOI as per terms mentioned in this document.

Bidder to note that commercials for subject tender may be conducted through e-auction. Detailed bidding and auction process shall be detailed in the RFQ / tender document.

## CONTENTS OF THE ENQUIRY

Following Documents Form Part of Tender Enquiry:

- A. Tender notice including Instruction to Bidders (This document)
- B. Format for Submission of Bank Guarantee for EMD/ Bid security
- C. Format for Pre bid queries
- D. Techno-Commercial Pre-Qualification Requirement
- E. Scope of work/Technical Specification/ Drawing/ Layout
- F. Special Conditions of Contract
- G. Format for submission of deviations
- H. Price Schedule
- I. General Conditions of Contract-Civil
- J. Tata Power Policies
  - J.1 Safety Terms and Condition- R6
  - J.2 Environment Policy
  - J.3 Health and Safety Policy
  - J.4 Sustainability Policy
  - J.5 TCOC

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	CONSTRUCTION OF BIODIVERSITY RESEARCH DEVELOPMENT AND TRAINING CENTRE AT WALWHAN, LONAVALA, MAHARASHTRA	SHEET 1 OF 4
	INSTRUCTIONS TO BIDDER (TWO PART BID)	

The Tata Power Company Limited (TPCL) invites bid for "**Construction of Biodiversity Research Development and Training Centre at Walwhan, Lonavala, Maharashtra**"

1. The bid package is issued in the name of Bidder and is non-transferable.
2. Bidder shall acknowledge the receipt of the tender within two (2) working days from the Date of issue of this Request for Quotation (RFQ)/enquiry.
3. Bidders shall review the entire tender document (including technical documents) and ensure the given objectives expected herein can be achieved or the technical requirements can be met in totality. Any deviation or substitution must be highlighted on a separate document.
4. Bidder must carefully go through all commercial conditions of contract before quoting the price. Any exceptions pertaining to clauses affecting prices or costs either way must be clearly stated.
5. Any deviation taken by Bidder may lead to rejection of the bid.
6. Bidder shall quote a firm price and shall be bound to keep this price firm without any escalation for any reason whatsoever until they complete Service against the tender.
7. Bidder shall give clear break-up of the basic price and the taxes and duties included in the price quoted.
8. The quantities mentioned in the tender are liable for change.
9. TPCL reserves the right to accept or reject any or all bids or cancel/ withdraw the RFQ without assigning any reason whatsoever. In such an event, no claim shall be made arising out of such action.
10. Any time prior to the deadline for submission of Bid, TPCL may for any reasons, whether at their own initiative or in response to clarifications requested by Bidders, modify the enquiry including specification by amendment. The amendment will be notified in writing to all qualified Bidders to whom the RFQ has been issued and will be binding on them. The Bidder shall acknowledge the receipt of the amendment promptly upon the receipt of the same. In order to afford Bidders time in preparing of Bid due to amendment, TPCL may, at its discretion, extend the deadline set for submission of the Bid.
11. TPCL will not be liable for any expenses whatsoever incurred by the Bidder for the preparation, submission and opening of bids
12. This specification consists of two (2) volumes;
  - 12.1. **Volume – I**
13. A-Instruction to bidders (ITB), B- Special Conditions of Contract, C- General Terms and Conditions – Civil, D1-Environment- D2-Health & Safety D3-Sustainability, D4-Safety terms & Conditions, D5-Tata Code Of Conduct, E-Agreed terms and Conditions (ATC), F- Format for submission of deviations.

12.2 **Volume – II**

A- Scope of Work and Drawing/ Layout

**14. Submission of Offer**

**Two bid system:** Bidder shall submit complete bid including list of deviations if any to the Scope of Work and the terms & conditions of the RFQ if any as well as furnish all required and relevant enclosures and submit the same in **submit/upload the same in Ariba system as per the guidelines:**

- I. Techno-Commercial Bid (Un-priced Bid)
- II. Price Bid

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	INSTRUCTIONS TO BIDDER (TWO PART BID)	

15. Kindly, note that the Technical Bid shall contain Volume I- **B,D** and Volume II-**A** has to be signed and stamped. Volume I- **E,F** to be duly filled, signed & stamped. Above mentioned documents to be submitted with all the supporting document as per Pre-Qualification Requirements (PQR).

16. **Kindly note that offers submitted with price details in technical bid are liable for rejection.**

17. The bidder shall sign, its proposal with the exact names of the entity to which the contract is to be awarded. Each page of the bid shall be duly signed and sealed by an authorized officer of the bidder's organization.

18. The bid must be kept valid for **180** days from the date of opening of the bids. In exceptional circumstances TPCL may solicit the bidder's consent to an extension of the period of validity.

19. Bidders are advised to submit their bid well in time.

20. Bidders are advised to submit their bid well in time i. e. on or before bid submission date and time. Request for extension of Bid submission date will not be entertained.

21. **Engineer Details for technical queries/ site visit:-**

1. **Mr. Janardan Nadkarni (Mobile: 9223552749, EMAIL: [nadkarnijs@tatapower.com](mailto:nadkarnijs@tatapower.com))**

2. **Mr. Onkar Pande (Mob: 9970499157, EMAIL ID- [onkar.pande@tatapower.com](mailto:onkar.pande@tatapower.com))**


**Details for payment of EMD:**

Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
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**22. Bid Security / Bid Security Validity:**

20.1. Bidder shall furnish a Bid Security along with the Bid, in the form of **a Bank Guarantee or through RTGS or Demand Draft**, for an amount of INR 65,000/- with expiry date at least 45 days beyond the expiry of Bid Validity. In case of bid security Bank Guarantee, validity shall be of minimum 225 days from the Bid Submission Date and having a claim period of six months beyond the expiry date



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	INSTRUCTIONS TO BIDDER (TWO PART BID)	

20.2. Owner may request for extension of Bid Validity at its convenience till the award of contract to the successful Bidder and accordingly, Bidder shall extend the Bid Security Validity along with the Bid Validity such that the Bid Security is valid for at least 45 days beyond the Bid Validity date. In case Bidder do not accept Owner's request of extension to Bid Validity or Bidder fails to suitably extend the Bid Security Validity date in line with the above requirement before the expiry date, the Bid shall thereon be treated as invalid and not evaluated further.

20.3. Subsequent to post-bid discussions/clarifications and in response to Owner's request for any revised Price Bid/s thereon, any revised Price Bid submitted by the Bidder shall thereon have the same Bid Validity of 180 days from the Bid Submission Date of such revised Price Bids and Bidder shall have to extend the Bid Security Validity accordingly for minimum 225 days from such revised Bid Submission Date failing which the Bid shall be rejected.

20.4. Bids not accompanied by an acceptable Bid Security/ EMD shall be summarily rejected by the Owner as being non-responsive and not evaluated further. Bid Security of the unsuccessful bidder will be returned at the end of the Bid Validity. Bid Security of successful Bidder shall be returned on submission of Contract Performance Security cum Warranty Bank Guarantee (CPBG) and due acceptance of the same by Owner. Successful Bidder must therefore submit CPBG well in advance prior to the expiry of the Bid Security failing which Owner shall be within his rights to revoke the Bid Security. Wherever CPBG is not applicable, the Bid Security of successful Bidder shall be retained as Contract Security till work completion.

20.5. The bid package document shall remain the property of the Company.

**23. Evaluation Criteria:**

23.1. The bids will be evaluated technically on the compliance to tender terms and conditions, scope compliance etc.

23.2. The bids will be evaluated commercially on lowest total contract price basis as per Price Schedule. Hence, all bidders are advised to quote their most competitive offer.

**24. Bid Opening & Evaluation Process:**

**24.1. 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 TPCL processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

**24.2. Technical Bid Opening:**

Technical Bid of all valid Bids shall be opened simultaneously.

**24.3. Preliminary Examination of Bids/ Responsiveness:**

TPCL 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. TPCL may ask for submission of

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	INSTRUCTIONS TO BIDDER (TWO PART BID)	

original documents to verify the documents submitted in support of qualification criteria.

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.

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

Bid determined as not substantially responsive will be rejected by TPCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity

#### 24.4. **Techno Commercial Clarifications:**

Bidders need to ensure that the bids submitted by them are complete in all respects to assist in the examination, evaluation and comparison of Bids, TPCL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing only. Where applicable, Safety Bid shall also be evaluated along with technical bid for the qualification of Bidders against their safety systems & practices and past safety records.

#### 24.5. **Price Bid Opening:**

Bidders may be asked to submit revised Price Bid in case there is any material change agreed by TPCL during technical evaluation / clarifications. Price Bid of only Technically and / or Safety Qualified Bidders shall be considered and opened.

#### 25. **Reverse Auctions:**

TPCL reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on its e-sourcing portal. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case TPCL decides to go for RA.

Only those Bidder who are techno-commercially qualified & have submitted valid Price Bids shall be eligible to participate further in RA process. However, H1 Bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.

## FORMAT OF EMD – Bid Guarantee BG

**Note: a) Format shall be followed in toto**  
**b) Claim period of six months must be kept. In case of Bank is not ready to give BG for six months and claim period of six months EMD BG valid of one year to be given**  
**c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.**

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The Tata Power Co Ltd  
34,Sant Tukaram Road  
Carnac Bunder,  
Mumbai 400 009

Whereas (Name of the Contractor ), a Company incorporated under the Indian Companies Act 1956, having its Registered office at \_\_\_\_\_, (hereinafter called the "BIDDER") has in response to your Invitation to Bid against Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_, for (name of work), offered to supply and/or execute the works as contained in Employers letter dated \_\_\_\_\_.

AND WHEREAS BIDDER is required to furnish to you a Bank Guarantee for the sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_ only) as Earnest Money against Bidder's offer as aforesaid.

AND WHEREAS we, (name of the bank) having our Registered Office at \_\_\_\_\_ and Branch office at \_\_\_\_\_, have at the request of Bidder, agreed to give you this Guarantee as hereinafter contained.

NOW THEREFORE, in lieu of earnest money deposit, we, the undersigned, hereby covenant that the aforesaid Bid of the BIDDER shall remain open for acceptance by you during the period of validity as mentioned in the Bid Document or any extension thereof as requested by you and if Bidder shall for any reason back out, whether expressly or impliedly, from this said Bid during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_ only) on demand and without demur and notwithstanding the existence of any dispute between you and the BIDDER in this regard and we hereby further agree as follows:

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.
- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.

- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till \_\_\_\_Days ( \_\_days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date ), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained hereinabove :

- a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only).
- b) This Bank Guarantee shall be valid upto ----- 200.
- c) Our Liability to make payment shall arise and we are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- 200.

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S. No.	Clause No.	Page No.	Description as per Bid Document	Pre Bid Query by Bidder	Tata Power Response
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

## VOLUME ID

### AGREED TERMS & CONDITIONS (ATC)

Bidder's Name: M/s. \_\_\_\_\_

RFQ ref. No. \_\_\_\_\_

Enquiry Description: \_\_\_\_\_

Bidder's Offer Ref.: \_\_\_\_\_

1. SUBMISSION OF THIS DOCUMENT DULY SIGNED, SHALL CONSTRUE THAT ALL THE CLAUSES OF AGREED TERMS AND CONDITIONS HAVE BEEN ACCEPTED BY YOU. PURCHASE ORDER, IF ANY, SHALL BE GOVERNED BY THE CONFIRMATION PROVIDED HERE.

Sr. No.	Description	BIDDER'S RESPONSE
<b>A</b>	<b><u>TECHNICAL (If applicable)</u></b>	
1	Acceptance of technical specifications including General/Technical notes and scope of supply/work as per Tender specification <b>In case of deviation, confirm that the same has been furnished separately.</b>	
2	Confirm data sheets duly filled in have been submitted, wherever required as requested in Technical specification	
<b>B</b>	<b><u>COMMERCIAL</u></b>	
3	<b>Bid Validity</b> As per Annexure - Special Conditions of Contract	
4	<b>Firm price:</b> Quoted prices shall remain firm and fixed till complete execution of the order.	
5	<b>Taxes:</b> GST: Any other tax as applicable:	
6	<b>Completion/Delivery Period :</b> As per Annexure - Special Conditions of Contract	
7	<b>Payment Terms Acceptance:</b> As per Annexure - Special Conditions of Contract	
8	<b>Contract Performance Bank Guarantee:</b> As per Annexure - Special Conditions of Contract	
9	<b>Liquidated Damages (LD):-</b> As per Annexure - Special Conditions of Contract	
10	<b>Service Level Agreement (SLA):-</b> As per Annexure - Special Conditions of Contract	
11	<b>Compliance to other terms &amp; conditions</b> Acceptance of all other terms & conditions as forming the Part of the RFQ/ Tender document and communicated vide subsequent addendum(s) if any: <b>In case of deviation, confirm that the same has been furnished separately.</b>	

\*Bidders/ Vendor shall note that in case of any contradiction between the Agreed Terms and Conditions (ATC) ; Bidder offer and the Bidders offer , the ATC shall prevail.

Bidder's Authorised Signatory  
Name:

**Schedule of Deviations – Scope of Work / Technical Specifications**

*(TO BE ENCLOSED WITH BID)*

All deviations from this specification shall be set out by the Bidders, Clause by Clause in this schedule. Unless specifically mentioned in this schedule, the tender shall be deemed to conform the purchaser's specifications:

S. No.	Clause No.	Page No.	Description as per Bid Document	Deviation / Clarification	Justification for Deviation
1					
2					
3					
4					

We confirm that there are no deviations apart from those detailed above.

**Seal of the Company**

**Name & Signature (*Signing Authority*)**

**Designation**

**Schedule of Deviations to SCC / GCC**

*(TO BE ENCLOSED WITH BID)*

All deviations from Tender Conditions (SCC / GCC) shall be set out by the Bidders, Clause by Clause in this schedule. Unless specifically mentioned in this schedule, the tender shall be deemed to conform the purchaser's specifications:

S. No.	Clause No.	Page No.	Description as per Bid Document	Deviation / Clarification	Justification for Deviation
1					
2					
3					
4					


We confirm that there are no deviations apart from those detailed above.

**Seal of the Company**

**Name & Signature (*Signing Authority*)**

**Designation**




	THE TATA POWER COMPANY LIMITED GENERAL TERMS AND CONDITIONS OF CONTRACT	
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## TERMS & CONDITIONS OF CONTRACT

### 1. SCOPE OF WORK:

- 1.1 The scope of work under this Contract includes all activities required to complete the Works in accordance with the Specifications, drawings & BOQ which are part of Contract.
- 1.2 Supply of all resources inclusive of, but not limited to, men, materials and machinery, equipment, tools & tackles, scaffolding, formwork, consumables, all enabling activities etc., complete required for above works at each and every stage in time, to adhere to the completion date are included in scope of work unless otherwise specifically stated elsewhere in this agreement.
- 1.3 All temporary facilities required for the Works like site office, stores, employee welfare facilities, labour accommodation & transportation etc are in Contractor's scope of work.
- 1.4 The entire scope of Contract Works shall be carried out strictly in accordance with the true intent and meaning of the scope of Contract Works, specifications, drawings and BOQ taken together, so that the Contract Works when completed are fit for the intended purposes. All documents comprising the scope of Contract Works and all parts of each of these documents or document mentioned therein are supplementary and complimentary to each other and shall be construed accordingly.


### 2. COORDINATION WITH OTHER CONTRACTORS:

Contractor shall be required to co-operate and co-ordinate with the other Contractors and/or Subcontractor's working simultaneously at Site at the same premises, and shall maintain harmonious and cordial relations at all times. There shall be no exclusive access for the Contract works, a proper coordination is required from other trade works. Contractor shall take necessary steps to ensure that the equipment and works of Owner, third parties, other contractors including other utility services like water supply pipeline, telephone cables etc. are not damaged during execution of Contract Works or otherwise by Contractor or Contractor's employees, subcontractors, suppliers etc. Contractor shall be responsible for all such damages and shall have to repair/replace and/or compensate for such damages at its own cost and indemnify the Owner for any losses suffered by the Contractor as a result of such damages caused by the Contractor.

### 3. TIME OF COMPLETION:

Time is of the essence in this Contract.

The starting and completion date of the Work in all respects shall be as per the construction schedule provided elsewhere in the Contract. The Contractor shall strictly adhere to the program and the Owner's representative(s) shall review the same periodically.

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Contractor shall start his mobilization activities within 7 working days from the date of this agreement/Notice to proceed and intimate the progress to Owner's representative time to time.

**4. COMPLETION OF THE WORKS:**

Completion of the works shall be on the issuance of a Completion Certificate by the Owner to the Contractor. Following minimum criteria shall be fulfilled before issuance of completion certificate.

4.1 Completion Criteria

4.1.1 The Contract Works shall be Complete when the following criteria have been satisfied:

- i) Completion of the Works and successful completion of all tests to the satisfaction of Owner in accordance the scope, technical specifications and Contract documents
- ii) Rectification of all punch list items and certification of the same by Owner
- iii) Submission of all As-Built Drawings

**5. CONFIDENTIALITY:**

Contractor shall not, without the previous written consent of Owner's representative, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its sub-contractors, agents, employees, directors, advisors or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any confidential information, otherwise than for the performance of its obligations under the under the Contract, disclosure to advisors or otherwise as required under the applicable laws or local laws.

**6. CODES AND STANDARDS:**


The work shall be carried out as per the specifications laid down by the consultant. In the absence of the relevant code of practices also, the instructions of the authorized Owner's Representatives and or standard engineering practice shall be adopted. In case of contradictions/conflicts between the specifications, the interpretation of the Owner's representative shall be final and binding on both parties.

**7. PRICE & PAYMENT TERMS:**

7.1 **Price:** The agreed Contract Price and rates as per the price schedule given elsewhere in Contract shall remain fixed till the completion of works.

7.2 **Payment Terms**

- i) Monthly running bill shall be paid based on actual completion of work at site duly certified by Engineer in charge.
- ii) Retention: 10% of the gross value of each Running account (RA) shall be retained as retention money. This retention money shall be released after satisfactory completion of defect liability period.

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- iii) Income tax and any other statutory recoveries as applicable shall be recovered from Contractor monthly running bills and TDS certificate for the deductions shall be furnished.
- iv) All payments shall be made by the Owner to the Contractor within 90 days from the date of receipt of Contractor's error free invoice along with all the back-up documents complete in all respects.
- v) All payments are subject to signing of Contract Agreement and submission of an unconditional EMD cum Contract Performance bank guarantee.


**7.3** Where mode of measurement is not specified in Contract documents/specification, the measurements will be taken at site as per relevant I.S. Code of Practice for Measurements.

**7.4** The Owner/Owner's representative may from time to time intimate to the Contractor that they require the works to be measured and the Contractor shall attend or send a qualified agent to assist the Owner's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. The Contractor shall give all assistance for taking measurements like steel measuring tapes, scaffolds, ladder and including surveyors with surveying instruments for checking and confirming levels.

**7.5** The final bill shall be submitted by the Contractor within 45 days of the date of the certificate of completion furnished by the Owner, otherwise Owner's representative's certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on all parties.

**8. EXTRA/DEVIATED ITEMS:**

- 8.1 No extra item shall be carried out without the prior approval from the Owner in writing. Any change in the specification/design resulting in additional expenditure shall be carried out only with the prior approval of the Owner in writing.
- 8.2 Extra items approved by Owner shall be paid on the basis of vouchers of cost of materials and labour produced by the Contractor. Vouchers produced for materials, labour, machinery etc. shall be accepted only if such vouchers are as per the prevailing market rates. The Contractor shall be paid 20 percent of the cost of materials, labour and operation of plant and machinery etc. required to execute the item, towards his profit and overhead charges. For such extra work, the Contractor shall maintain time sheets of personnel engaged and machinery used for execution of same and get them certified by the Owner. Only such labour and plant cost based on above records, which in the opinion of the Owner is justified, shall be taken into account to determine the extra item rate.

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## 9. TAXES & DUTIES:


- 9.1 The price quoted by Contractor and as mentioned in the schedule of price shall be inclusive of all taxes, Octroi, statutory clearances, duties, levies etc. Complete for each item. The tax component (CGST, SGST & IGST) shall be shown separately in price breakup.
- 9.2 Contractor shall submit an Income Tax Clearance certificate from the Income Tax department for the period including the past three (3) years.
- 9.3 Contractor shall provide a valid Provident Fund registration number; GST registration numbers and evidence of the same shall be enclosed.
- 9.4 Failure to submit the evidence for the above will entitle the Owner to deduct appropriate tax liability values, Provident Fund values at the applicable rates from approved billing values. Such deductions shall not be refundable to the Contractor.
- 9.5 The tax invoices shall contain the details to comply with the GST Law. The Contractor shall:
- i) Furnish (electronically) and communicate to the Owner, the details of Goods or Services supplied by the 10th of the month succeeding the said tax period,
  - ii) Upon discovery of any discrepancy, rectify it and shall pay the tax and interest thereof,
  - iii) Furnish the returns (electronically), for the inward and outward supplies of Goods and/or Services, before the specified dates as per the GST Law,
  - iv) Communicate the tax paid, credits etc. as and when credited.
  - v) The Invoice should clearly state the description of the goods, quantity, sale price, tax %, and tax amount;
  - vi) The Invoice should be signed by an Authorized Signatory.

Bills/Invoices in the name of The Tata Power Company Ltd. with packing lists in triplicate shall be forwarded along with the equipment.

Contractor to furnish GST Registration no. in all invoices as well as Purchaser's (Tata Power's) GST number.

### 9.5 Variation in Tax or Applicable Taxes or Introduction of New Taxes

- i) Any statutory variation in rate of applicable Indian taxes, duties, levies etc., any variation in applicable taxes or interpretation/enforcement of the same or introduction of new taxes or the introduction/amendment of any exemptions (other than Direct taxes i.e. Income Tax, corporate tax etc), levied in India, starting from 2 (two) Days prior to the Closing Date for submission of Bid but within the Guaranteed Completion Date of Works, shall be to the account of the OWNER/PROJECT MANAGER. Such adjustment shall be limited to direct transactions between the OWNER/PROJECT MANAGER and the Contractor and no amounts shall be payable on account of variation on taxes, duties and levies between the Contractor and its sub vendors/Sub-contractors/suppliers.

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- ii) Any statutory variation on account of aforementioned factors shall be reimbursed by OWNER/PROJECT MANAGER to Contractor or by the Contractor to the OWNER/PROJECT MANAGER, as the case may be, against submission of documentary evidence in support thereof. However, in case of delay, from the originally prepared network Schedule, Schedule and Guaranteed Completion Dates as may be relevant for the computation thereof, due to reasons not attributable to the OWNER/PROJECT MANAGER, any statutory variation adverse to the OWNER/PROJECT MANAGER over and above those specified under "Schedule of Quantity and Rates" as given elsewhere in the Contract, including any taxes during the delayed period shall be to the Contractor's account and the OWNER/PROJECT MANAGER shall not be liable for the same in any manner whatsoever.
- iii) The Contractor is obligated to keep the OWNER/PROJECT MANAGER/OWNER's Representative notified of the aforesaid statutory variations within 15(fifteen) days of such variation coming into effect.


**10. LABOUR LAWS & INDEMNIFICATION:**

10.1 All employees and personnel engaged by the Contractor and approved sub-contractors shall be the employees of the Contractor or such approved sub-contractors, as the case may be and shall not, under any circumstances, be deemed to be the employees or agents or contractors of the Owner. Contractor shall comply with all the applicable laws, including labour related laws of the State Government, Central Government and local authorities as applicable to the place of work. All records to be maintained under these laws shall be maintained by Contractor and produced to the concerned authorities and the Owner as and when directed to do so. No extra payment will be made by the Owner to comply with such laws.

Contractor shall bear the entire responsibility, liability and risk relating to coverage of his workforce under different statutory regulations including Workmen's Compensation Act, The Employees Provident Fund Act, The Employees State Insurance Act, Factories Act 1948, the Contract labour Regulation Act 1970 and any other relevant regulations as applicable.

Contractor shall be solely responsible for the payment of all employee and worker related benefits such as provident fund, bonus etc as applicable as per the various statutory regulations and shall keep Owner indemnified in this regard against any claim by its employees or workmen or sub-contractors.

[10.2 The Contractor shall be fully responsible for the due compliance by him and his sub-contractors with all statutory requirements and with all applicable labour laws including Contract Labour Abolition and Regulation Act, Workmen's Compensation Act, P.F./E.S.I., Labour welfare fund, Act as may be applicable to the Contractor, the sub-contractors and their employees. The Contractor shall fully indemnify and save harmless the Owner from and against all claims, demands, expenses, losses, liabilities, charges, actions, suits and proceedings whatsoever including claims under aforesaid Acts and laws which may be brought or made against the Owner, its Officers or servants by reason or in consequence

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of any matter or thing done or omitted to be done by the Contractor and/ or its sub-contractors and all costs, charges and expenses which may become payable by the Owner in respect thereof.

- 10.3 Contractor shall fully indemnify, save harmless and defend the Owner & it's Representative/s from and against any and all claims, including reasonable legal costs, (collectively the "Damages"), including by third parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Works, Plant or part thereof not yet taken over) which arises out of or in consequence of the Services whilst the Contractor has responsibility for the care of the Works to the extent resulting from Contractor's or any Sub-Contractor's or their agents or employees act, negligence, or strict liability or omission in the performance of the Services hereunder; provided that the foregoing obligation shall not apply to the extent such damages are caused by the intentional acts or omissions of the Owner or Owner's representative/s.

**11. QUANTITIES:**

- 11.1 The quantities against various items of work furnished in the Schedule of Quantities are only approximate and are based on preliminary designs. They are meant only for the purpose of having a common base of comparison of various tenders. Prices and rates quoted shall be firm for a variation in the total Contract price by  $\pm 25\%$  (plus or minus twenty five percent) with the provision that quantity of individual items of work may vary to any extent. No additional financial compensation will be payable in this regard. BIDDER shall furnish percentage extra/rebate over the Contract Price in case variation in the contract price exceeds  $\pm 25\%$ . In case BIDDER does not specify this, the quoted price shall be deemed to remain unaltered for any variation beyond  $\pm 25\%$ . No extension of time will be granted in case of increase /decrease of quantities/Contract Price beyond  $\pm 25\%$  due to additional quantities of work to any extent for any or all items of work.
- 11.2 The quantities of the various kinds of work to be done and materials to be furnished under this Contract which have been estimated and are set forth in the proposal or the Agreement or the Schedule of Quantities and Rates are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this Contract
- 11.3 The CONTRACTOR agrees that neither the OWNER/PROJECT MANAGER nor the ENGINEER nor any of the employees or agents thereof shall be held responsible if any of the said estimated quantities should be found to be not even approximately correct in the construction of the work and that he will not at any time dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, size and type of work to be done or the kind or amount of the materials to be furnished or work to be done. Further, the CONTRACTOR shall make no claim for anticipated profits, for loss of profit or for damage because of a difference between the quantities of



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the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the OWNER/PROJECT MANAGER or the ENGINEER

- 11.4 The rates/prices quoted by the CONTRACTOR in the schedule of rates/prices shall be fixed irrespective of any variation in the quantities of individual items of work and/or in the total Contract Price unless otherwise specified in the Contract.

**12. RISK AND INSURANCE:**

- 12.1 Contractor shall maintain with respect to the Work to be done under the Contract, in each applicable jurisdiction, all statutory insurance benefits and other insurances required by law.

Contractor shall be responsible for suitably insuring his entire work force , tools, plant, third party liability at the project site, all risk comprehensive insurance including CAR policy for entire Works under the Contract and any such risk, till the works are complete and handed over. Copies of all such insurances shall be submitted by Contractor to Owner’s representative for review. Owner shall be fully indemnified in this respect.

- 12.2 **Liability Limitation:** The Contractor’s total liability to the Owner for all matters under or arising out of this Contract, other than the Excluded Matters, is limited to 100% of the Total Contract Value in aggregate. For the purpose of this clause 12.2, “Excluded Matters” shall mean liabilities arising on the Contractor on account of fraud, willful default, reckless misconduct by the Contractor or any regulatory penalties / third party claims that are made on the Owner on account of a breach of this Contract by the Contractor.


**13. MATERIAL STORAGE, LABOUR ACCOMMODATION AND PROTECTION OF THE WORKS:**

- 13.1 Contractor shall take all necessary steps to protect the Contract Works until fully taken over by the Owner. Completion shall be acknowledged by the issuance of a Completion Certificate issued by the Owner.
- 13.2 If available at site, space for material storage may be provided to Contractor, otherwise Contractor to arrange separately for the storage of materials at his own cost.
- 13.3 Contractor shall make all necessary arrangements for the accommodation of Contractor's labourers and personnel outside the site at no cost to the Owner.
- 13.4 Contractor shall make all necessary arrangements for transporting labours and workers from the accommodation to the work place at no charge to the Owner.

**14. CONSTRUCTION WATER , POWER AND STAGING:**

- 14.1 Water and Electricity required for the execution of the works shall be aranged by the Contractor at his own cost.



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14.2 It shall be ensured by the CONTRACTOR that work shall proceed uninterrupted even in the event of power failures with the help of DG Sets and Diesel compressors. As such, adequate number of diesel operated machinery (such as boring rigs, concrete mixers, vibrators, welding sets, etc.) shall be provided by the CONTRACTOR at its cost as an alternative arrangement in case electrically operated machinery are proposed to be brought to site.

14.3 Necessary scaffolding for the work is in the scope of the Contractor.

**15. SAFETY & QUALITY:**

**15.1 SAFETY RULES & REGULATIONS**

15.1.1 Contractor shall abide by Safety Terms & conditions policy of Tata Power as mentioned in clause 15.3 below. Also Contractor and his personnel shall follow all safety standards, specifications and practices in construction as per applicable laws and also as instructed by Owner's Safety In charge. Any violation shall attract penalty as determined by the Owner. All safety appliances and personal protective equipment required such as, but not limited to, safety helmets, safety footwear, safety belts, goggles, hand gloves etc. shall be arranged by Contractor at Contractor's cost. All Contractor works shall be monitored by the Safety engineer of the Owner. If the Owner is aware of any non compliance thereto, then the Owner will not only be entitled to make alternate arrangements for the same but also recover costs and damages for the same plus the Owner's own charges as deemed fit by the Owner.


Contractor and all Contractors' personnel shall abide by all safety standards, specifications and practices in construction and also as instructed by Owner's representative. Contractor is responsible for the safety of Contractor's staff and workmen. Contractor shall be subject to Safety audit at regular intervals.

15.1.2 Contractor shall indemnify the Owner against all claims, proceedings, legal actions etc whatsoever which arise due to Contractor's failure of following safety rules & regulations as mentioned above.

15.1.3 Contractor shall engage Tata Power Skill Development Institute (TPSDI) certified labour force at the site for execution of the job. Requirement & fees for TPSDI certification shall be as per Company Policy.

**15.2 QUALITY OF THE WORKS**

15.2.1 The works carried out by the Contractor shall be of best quality as per industry standard and specifications issued by the Owner. Wherever required, Contractor shall submit relevant test certificates for the materials/equipment/machinery/tools supplied/usage. If in any case the material used by the Contractor for the intended work is found defective, then the Contractor must replace the materials within 7 days of such defect

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notice. If the Works carried out by Contractor are not as per specification or relevant standards, the same shall be entrusted to some other agency at Contractor's risk and cost. The Contractor shall deploy sufficient numbers of dedicated full time quality assurance/quality control engineers at work place.

**15.3 TOTAL COMPLIANCE TO SAFETY TERMS & CONDITIONS:**

The Contractor shall abide and comply with Owner's Safety Terms & Conditions, Sustainability and TCOC manuals / documents as enclosed, in totality.

**15.4 AFFIRMATIVE ACTION:** The Owner recognizes that diversity in the workplace positively impacts business. The Owner commits itself in helping people from SC/ST background either by helping them to become entrepreneurs or by engaging workforce from SC/ST community under the contracts agreed herein. To encourage engaging SC/ST community, the owner may agree to incentivize the Contractor by paying additional 1% of the contract value, if the number of SC/ST workforce engaged in the contract exceeds 30% of the total deployed strength and 2%, if the strength goes beyond 50%. While the Contractor will assist the workforce so engaged to become self-reliant in meeting the work expectation, the Owner will also volunteer its training resources to the extent possible to improve their employability.

The Contractor shall maintain the proper documentation of such category of the workforce engaged and the owner shall pay the incentive after its verification.


**16. SERVICES AND FACILITIES BY THE OWNER/PROJECT MANAGER:**

The following facilities and services will be provided by the OWNER/PROJECT MANAGER to the Contractor:

- i) Only a base line and one permanent benchmark would be furnished to the Contractor near the site. Surveying and laying out of all works shall be in Contractor's scope. Contractor shall maintain without disturbance during the course of execution of the work the reference line and the workbench mark.
- ii) The Owner will hand over to the Contractor within one week from the date of issue of Letter of Intent some areas, as available at site to enable Contractor to make arrangements for stores, site office, etc. at his own cost. If space provided for storage facilities is not sufficient, the Contractor has to make his own arrangement for space at his own cost outside the plant.

**17. CONTRACTOR'S PERSONNEL:**

Contractor shall engage a Project Manager at site at all times who will be single point of contact for the Works. Contractor shall also engage qualified & experienced Engineers & supervisors at site at all times. Contractor shall also engage a separate Safety officer and Quality incharge and adequate safety stewards for the entire duration of Contract.

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**18. PROGRESS OF WORK:**

- 18.1 Within 7 days upon award, the Contractor shall submit an detailed Contract Works program containing all the important milestones in the project to the Owner for approval. The work program shall fulfill the time requirements as stipulated elsewhere in Contract. Such program shall be supported with details of resource deployment.
- 18.2 Contractor has to provide weekly and monthly progress report and progress photographs to the Owner. Contractor shall also submit a resources schedule to the Owner and augment the workforce of equipment as and when required to attain requisite progress of works without any extra cost to Owner.


**19. WORK IN MONSOON & DEWATERING:**

- 19.1 The construction and erection work may entail working in monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection during monsoon according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and other period it shall be the responsibility of the Contractor to keep the construction site free from accumulating of water, at his own cost.
- 19.2 During inclement weather, rains, CONTRACTOR shall suspend concreting for such time as the Owner may direct and shall protect from damage all works already in progress or completed just then. All such temporary protective measures shall be at Contractor's cost and any damage to works shall be made good by the Contractor at his own expense.

**20. DELAYS AND EXTENSION OF TIME:**

- 20.1 The time allowed for carrying out the work as mentioned in the Contract shall be strictly observed by the Contractor.
- 20.2 If the Contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Owner within 5 days of the date of hindrance on account of which he desires such extension as aforesaid. This application must be accompanied by sufficient documentation giving reasons for seeking such extension. No application for such extension shall be entertained if it is not received in sufficient time to allow the Owner to consider it and the Contractor shall be responsible for the consequences arising out of such negligence. Upon receipt, Owner may accept or reject such application.

In the event of a disruption (other than suspension by Owner) to the Schedule and if in the opinion of Contractor it is not the responsibility of Contractor or its any Sub-contractor and which might have been caused due to action of any third parties which

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CONTRACTOR might not have reasonably prevented, and that Contract entitles Contractor to time extension and/ or other relief from Owner, the Contractor shall notify the Owner within twenty four (24) hours and provide a written report (to the best of Contractor's knowledge at the time) of the disruption within 72 (Seventy Two) Hours of Contractor's learning of the disruption and such report shall be supplemented on a prudent, informative and timely basis thereafter not later than 14 (Fourteen) Days from the date of Contractor's first learning of such disruption. In such an event the Contractor may modify and resubmit for approval to Owner, computer based network schedule and modifications if any required to the Schedule. Upon receipt, Owner shall take reasonable action in accordance with the Contract.

Contractor in any case has to inform to Owner immediately upon learning of any possible hindrances to the Works which have caused or may cause delay or other impact to the Works to enable Owner take suitable action.

- 20.3 The OWNER/PROJECT MANAGER shall have the right to order discontinuance/suspension of the work, in whole or in part, for such time as may be necessary in the opinion of OWNER. In such an event, the OWNER/PROJECT MANAGER will grant such extension of time for completion of the Contract which in its opinion is proper and/or other relief in accordance with Contract in consequence of such delay.

**21. LIQUIDATED DAMAGE:**

If the works are delayed beyond the interim milestone completion date / contractual completion date, Liquidated damage to the extent of 1% of the contract value per week of delay or part thereof shall be levied, subject to a maximum of 10 % of the total contract value.

**22. STEP IN PROVISION:**

- 22.1 Should the progress or quality of the works be found to be persistently lesser than that required to complete the works by the Completion Date, following due notification to the Contractor of such progress deficiencies, Owner reserves the right to:


- a) Supplement the resources of the Contractor at Contractor's cost
- b) Remove a part of, or all remaining works from, the Contractor's scope and have the works completed by others at Contractor's risk and cost.

- 22.2 The Owner shall incur no cost greater than the Contract value in supplementing the Contractor, or completing the works by other means. All cost beyond that of the Contract value shall be borne by the Contractor.

**23. ASSIGNMENT & SUBCONTRACTING:**

Contractor shall not assign or subcontract in part or otherwise any portion of this Contract without prior written approval of Owner.

**24. DEFECTS & WARRANTY:**

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Contractor is responsible for defects in the Works for a period of 12 (Twelve) months from the date of Issuance of the Completion certificate issued by the Owner/Project Manager to the Contractor for the Works.

**25. TERMINATION OF CONTRACT:**

If the Contractor (being an individual or a firm) commit any 'Act of Insolvency', or shall be adjudged as insolvent, or shall make an assignment or composition for the greater part in number or amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an Incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Assignee of the Contractor shall repudiate the Contract, or if the Contractor shall assign or sublet the Contract without the consent in writing of the Owner first obtained, or if the Owner's representative shall certify in writing to the Owner that in his opinion the Contractor,

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has, without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Owner written notice to proceed, or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

Then and in any of the said causes the OWNER/PROJECT MANAGER with the written consent of the ENGINEER may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, terminate the Contract. Notwithstanding any such termination, the Contractor shall continue to be responsible for all liabilities that have accrued under this Contract prior to the date of such termination. And further, the OWNER/PROJECT MANAGER with the consent of the ENGINEER by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensil and materials, lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor's or other persons or person to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works.

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The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to the Contractor by the Owner, for the value of the said plant and materials so taken possession of by the Owner, and the expense or loss which the Owner shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by the Owner to the Contractor or by the Contractor to the Owner as the case may be, and the certificate of the Owner shall be final and conclusive between the parties.

**26. DISPUTES & ARBITRATION:**

- 26.1 In case any dispute or difference shall arise between the OWNER/PROJECT MANAGER or the ENGINEER on his behalf and the CONTRACTOR arising out of or in relation to or concerning this Contract or the construction, meaning, operation or effect hereof or of any clause herein contained or as to the rights, duties or liabilities of the parties hereto respectively or of the ENGINEER under or by virtue of these presents or otherwise or in connection with the subject matter of these presents or arising out of or in relation thereto (except as to matters left to the sole discretion of the ENGINEER) the same shall be referred to the arbitration of a single arbitrator in case the parties can agree upon one, otherwise, to two arbitrators, one to be appointed by each party and an umpire to be appointed by the two arbitrators before entering upon the references and in either case in accordance with and subject to the provisions of the Indian Arbitration and Reconciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. All arbitration proceedings shall be conducted in English language only and the decision of the arbitration tribunal constituted in accordance with the above shall be final and binding upon the parties. Each party to the dispute shall bear its own costs, unless otherwise specified by the arbitration tribunal in its order. The seat and venue of all arbitration proceedings under this Contract shall be Mumbai.
- 26.2 Work under the Contract shall continue during the arbitration proceedings and no payments due or payable by the Owner shall be withheld on account of such proceedings.

**27. LAW, LANGUAGE & MEASUREMENTS**

- 27.1 Applicable law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Contractor under this Contract shall be governed and determined by the Laws of State, where the project is located and of the Republic of India.
- 27.2 All correspondence and documentation pertaining to this Contract shall be in the English language only. The official text of this Contract shall be English, regardless of any translation that may be made for the convenience of the Parties. All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English.
- 27.3 All measurements shall be in metric system

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## 28. FORCE MAJEURE:

### 28.1 Definition of Force Majeure

“Force Majeure” shall mean an event or circumstance beyond the reasonable control of the Owner/Project Manager or the Contactor which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:


- a) Act of God.
- b) An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.
- d) Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors.
- e) Natural or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.
- f) Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.

### 28.2 Excused Performance

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

- a) The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;
- b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure;



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- c) No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence;
- d) The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party;
- e) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance;
- f) When the affected Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party Written Notice to that effect and shall promptly resume performance hereunder.

**28.3 Limitations**

Notwithstanding anything to the contrary contained herein:

- a) any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party (including in the case of Contractor or any Sub-contractor thereof) shall not constitute a Force Majeure Event; and
- b) The affected Party shall not be relieved from obligations under this Contract to the extent that the negligence or wilful misconduct of the affected Party (or in the case of Contractor or any Sub-Contractor thereof) contributes to or aggravates the Force Majeure Event.

**28.4 Effect of Force Majeure Event**


Neither the Owner/Project Manager nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event, which arises after the Effective Date. Except as otherwise provided in a Change Order, an extension of time shall be granted to Contractor only to the extent Contractor proves to Owner/Project Manager:

- a) The performance of the Work or supply of Goods is actually and necessarily delayed by an event of Force Majeure; and
- b) The effect of such event of Force Majeure could not have been prevented or avoided or removed despite exercise of reasonable due diligence whether before, after or during the event of Force Majeure.

**28.5 Payment to Contractor**

If, in consequence of Force Majeure, the Plant or any part thereof shall suffer loss or damage, the Contractor shall be entitled to claim and receive payment for the cost of Work or supply of Goods executed in accordance with the Contract, prior to the event of Force Majeure.



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**28.6 Optional Termination, Payment and Release**

Irrespective of any extension of time, if a Force Majeure Event occurs and its effect continues for a continuous period of [180 days], the Owner/Project Manager may give to the other a Notice of termination, which shall take effect 30 (thirty) Days after the giving of the Notice. If, at the end of the 30 (thirty) Day period, the effect of the Force Majeure Event continues, the Contract shall terminate. If the Contract is so terminated, the Owner/Project Manager shall determine the work done and pay to the Contractor all amounts due and payable for such work.

**29. CHANGE:**

A Change Order shall be issued by the Owner in accordance with this clause, when Owner proposes to make any change in the Scope, Services, the Contract Price, the Performance Guarantees and/or the Schedule.

**29.1 Further detailing not a Change Order**

Contractor’s performance of Services shall be subject to further detailing from time to time and Contractor shall receive no additional compensation for such detailing to the extent that such detailing does not constitute a Change Order.

No change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

**29.2 Right to Change Order**


Change Orders may be initiated by the Owner/Project Manager/Owner’s Representative at any time during the Contract Period, either by instruction or by a request (the “Change Order Notice”) to the Contractor to submit a proposal. If the Owner/Project Manager/Owner’s Representative requests the Contractor to submit a proposal and subsequently elects not to proceed with the change, the Contractor shall not be reimbursed for the Cost incurred for proposal.

The Contractor shall not make any alteration and/or modification of the Services unless and until the Owner/Project Manager/Owner’s Representative instructs or approves a Change Order in Writing.

**29.3 Change Order Procedure**

If the Owner/Project Manager/Owner’s Representative issues a Change Order Notice, the Contractor shall submit a proposal addressing proposed design and/or work to be performed with supporting details, any modification to the schedule as a result of the change and adjustment in Contract price, within fifteen (15) Days or any other period as mutually agreed:


29.3.1 The Owner/Project Manager/Owner’s Representative shall respond with approval, rejection or comments within a period to be mutually agreed after receipt of such proposals.

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- 29.3.2 If the Owner/Project Manager/Owner's Representative instructs or approves in Writing a Change Order, he shall proceed with adjustments to the Contract Price, Schedule of Payments, Performance Guarantees as required.
- 29.3.3 Contractor shall not suspend performance of this Contract during review and negotiation of any Change Order, except as may be directed by Owner/Project Manager or required by Applicable Law.
- 29.4 Payment in respect of the approved Change Orders shall be released by Owner/Project Manager to the Contractor on satisfactory completion of such Change Order and its certification by the Owner's Representative in the same manner as applicable to corresponding milestone payments under the Contract.

**30. MISCELLENIOUS:**

- 30.1 Site conditions has been made clear to the Contractor during tendering stage and the Contractor has understood the scope of work, hence, no claims of whatsoever nature shall be entertained by the Owner on account of any such reason cited by the Contractor at later date. It also understood that the Contractor has inspected the site of work, has fully acquainted himself with site conditions and has obtained for himself on his own responsibility and at his own expenses all information which may be necessary for execution of work.
- 30.2 In case work is nearly or is anticipated to be suspended by Contractor, or in case only unimportant progress is being made, or in case it is apparent that the CONTRACTOR is about to forfeit his Contract or that the money yet due to him will not complete his Contract, the Owner may, at his discretion, withhold any payment which may be due to the CONTRACTOR.
- 30.3 No claims shall be entertained on account of idle time charges.
- 30.4 The work shall be carried out with due diligence and all work shall be executed in a workman like manner subject to the approval of the Owner (or any other duly authorized representative of the Owner) whose decision as to rate of progress and quality of work or material shall be final and binding.
- 30.5 The Owner shall have right to omit or cancel, add or alter any items of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations, additions and cancellations.
- 30.6 The Contractor has to maintain the pollution limits to the minimum. The Contractor shall in advance intimate to Owner and other related Contractors about the areas of work which may be subjected to pollution, dust or noise and shall take proper pollution and dust control measures to prevent dust from rising as a result of pile boring or other such activities
- 30.7 Upon completion of work, the Contractor shall promptly demobilise from the site and leave the place in a manner as directed by the Owner, including cleaning of the area. CONTRACTOR shall start demobilisation only after the successful completion of the

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contract. No equipment, plant material or personnel shall be de-mobilised from the site unless with the express consent of the OWNER's Project Manager. The OWNER reserves the right to disallow in de-mobilisation if works under this scope of this contract are not completed to his satisfaction.

- 30.8 The Contractor is normally expected to work during daytime only and is required to complete the work in all respects as stipulated elsewhere. However, night work or working on Holidays may be stipulated by the Owner or permitted in exigencies with prior approval of the Owner. Sufficient lights shall be provided by the CONTRACTOR to safeguard the workmen and the public when the night work is in progress.
- 30.9 No claims for extra works shall be entertained unless such extra works are agreed to in writing by the Contractor's Representative.
- 30.10 The Contractor is responsible for safety and security of the works executed by him under the Contract.
- 30.11 The Contractor to obtain at his own cost all Material entry permits to the state (Road Permits), statutory work permits and responsible for safe working procedures at sites, safety of men and machineries.
- 30.12 Day to Day debris cleaning and housekeeping is in the scope of the Contractor and no extra charges shall be paid for the same.



**OWNER:**

**THE TATA POWER COMPANY LIMITED**

**PROJECT MANAGER:**

**THE TATA POWER COMPANY LIMITED**

**TITLE OF WORK TO BE AWARDED:**

**CONSTRUCTION OF BIODIVERSITY RESEARCH DEVELOPMENT AND  
TRAINING CENTRE AT WALWHAN, LONAVALA, MAHARASHTRA**

**ENQUIRY REFERENCE NO.: CC25PMR013**

## **SCOPE OF WORK & INSTRUCTION TO BIDDERS:**

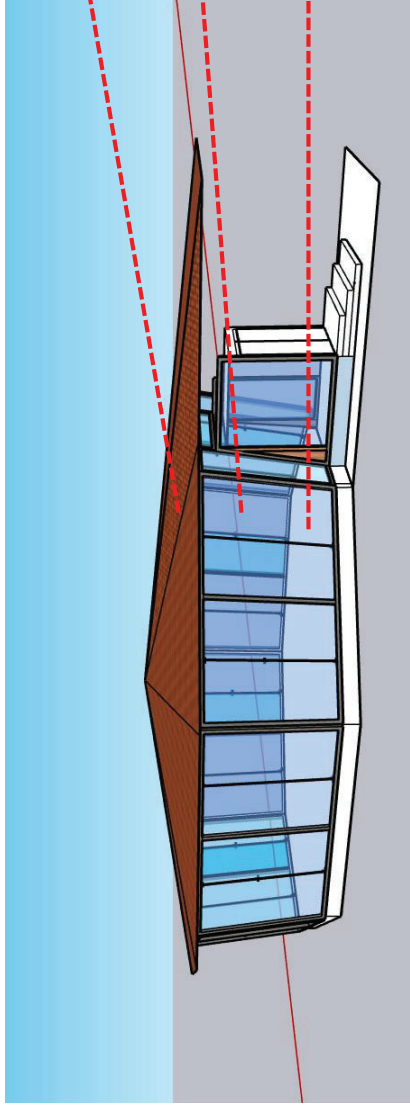
Scope of work includes civil, RCC, Architectural and Electrical works required to construct the Training and R & D Center at Walwhan, Lonavala. Some of the major list of activities included are given below.

1. Site Cleaning, Excavation up to required depth for foundation.
2. PCC & RCC works required for construction of foundation and Column up to GL, Plinth beam etc.
3. Fabrication works for Training Hall with available and new material.
4. Architectural finishing works such as DGU framing and Glass cladding, Glass doors, furniture etc.
5. Gardening, Landscaping work outside and around the training hall.
6. Electrical works required for completion of training hall.
7. All safety precautions such as PPE, Hand Gloves, Temporary barricading, etc. must be adhered to during all works.
8. All the workforces should undergo training as per Tata Power Safety requirement.
9. Construction Water and power supply will be given free of charge at one point by Tata Power. Further networking, if required, will be in Contractor Scope without any extra cost to Tata Power.
10. Bidder must ensure compliance of all other necessary statutory requirements.
11. Bidder must visit site and assess the various practical constructability aspects prior to quoting the item rates for this tender enquiry. No extra claim shall be acceptable for ignorance of site condition and scope clarity.



## Lonavala Training and R&D center

# Schematic Views

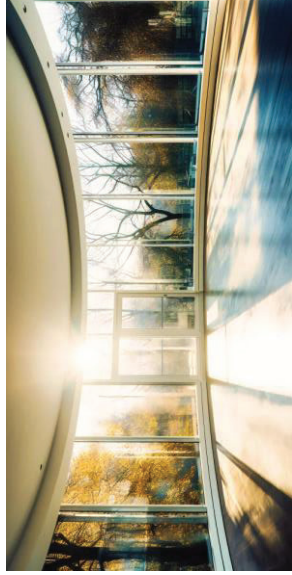


Mangalore tile roofing

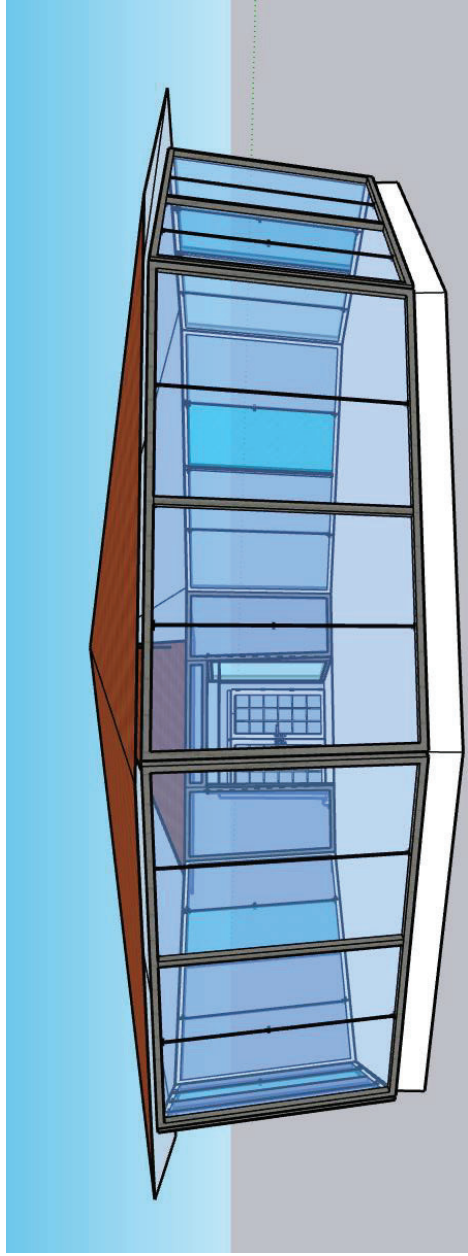
DGU Glazing

Sliding Window

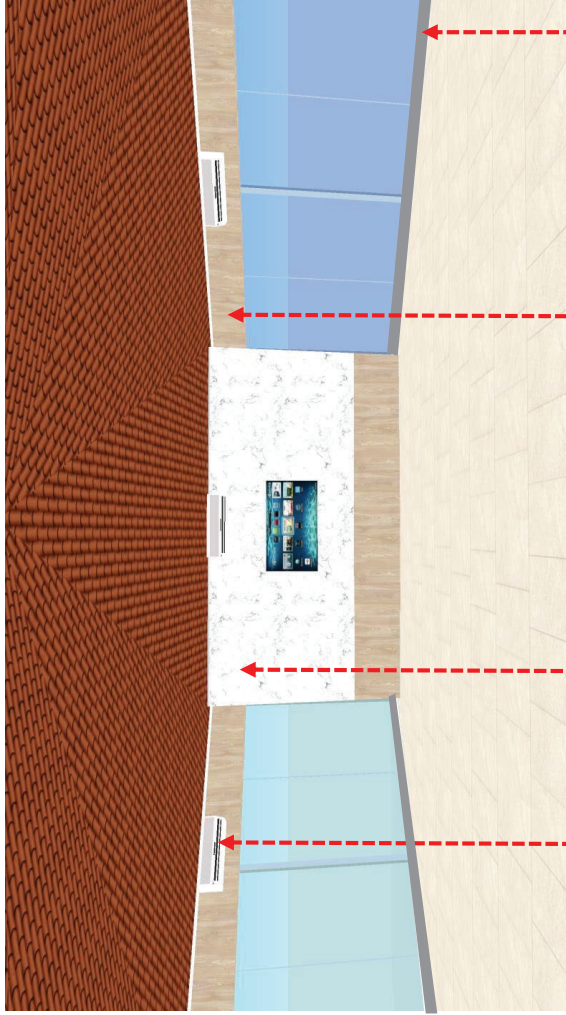
-15M DIA  
-50 SEATING CAPACITY



Reference image





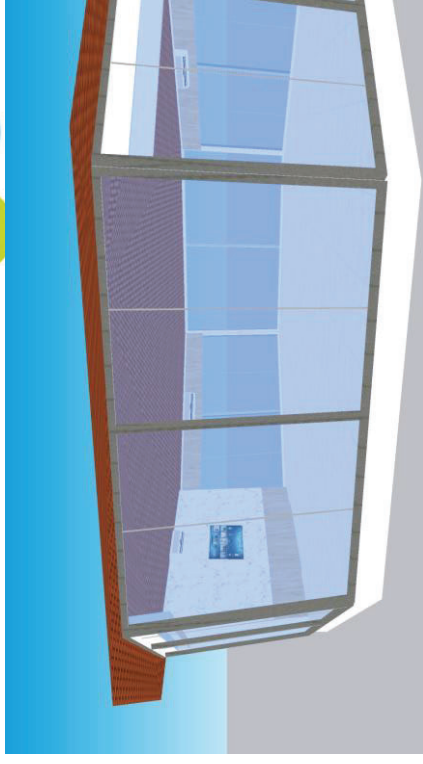


Split AC

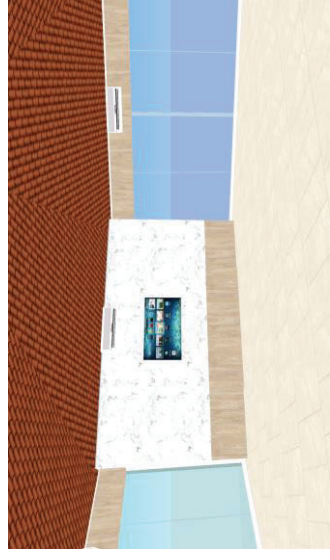
One glass section converted into solid for services and mounting of TV

Boxing for services such as ac ducting and electric

Sockets to be given at skirting level to be used for laptop etc.



External view





## PRE-QUALIFICATION REQUIREMENT

### TECHNICAL REQUIREMENT:

Bidder should have minimum 5 (Five) years of experience in the field of Civil and Architectural Works **(Attach related supporting documents)**.

Bidder should provide minimum 2 (Two) references for having successfully rendered Civil and Architectural Works having contract value of Rs. 25 lakhs or above in last 5 (Five) years. **(Attach Purchase order copy, Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies)**

Bidder should furnish List of Clients for whom they have done Civil & Architectural works during the last 5 (Five) years as per nature of contract. **(Attach Certificates from concerned)**

Bidder / Tenderer should have ISO 9001 / ISO 14001 / ISO 45001 certification or must give an undertaking for its willingness to obtain the same within 2 months of qualification for the work.

### FINANCIAL REQUIREMENT:

Bidder / Tenderer should have minimum Average Annual Turn-over of Rs. 2 Crore (Indian Rupees Two Crores) in the preceding 3 years **(Attach Certificate from Chartered Accountant in this regard)**

It may be noted that the above requirements are minimum qualification criteria. However, Tata Power reserves its right to further assess the capabilities of the parties and reserves its rights to further shortlist, accept or reject any party without assigning any reason. The tender may be split in more than one parties at the discretion of Owner.

**BOQ for Construction of Biodiversity Research Development and Training Centre at Walwhan, Lonavala,  
Maharashtra (Tender ref: CC25PMR013)**

**(A): BILL OF QUANTITIES - CIVIL & STRUCTURAL**

Sr. No.	Description of Item	Quantity	Unit	Rate (Rs)	Amount (Rs)	Remarks
<b>I</b>	<b>EARTHWORK</b>					
1	Excavation in ordinary earth, soft & decomposed rock which include rock/boulders/slag/slate/laterite, sand/gravel/clay/murum, rubble of all kinds; including all safety provisions by providing shoring and strutting (including supply of material,design and execution etc complete), removal of vegetation, shrubs, royalty, etc., removal and disposal of excavated material from the site, temporary stacking of selected earth and its multiple handling and spreading within the internal premises as directed by the Engineer-in-Charge, including dewatering, foundation bed preparation, backfilling and compaction, disposal of materials within plot boundary complete in all aspects as described and as directed by the Engineer-in-Charge. (Contractor to take permission from Collector/concern authorities for the dumping place in consultation with the Municipal and/or other Local Authorities & Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.)					
1.1	From depth 0.0M to 1.5 m	600	Cum			
1.2	Deeper than 1.5 m to a depth of 3.0 m	150	Cum			
2	Excavation in hard rock by ordinary chiseling; including all safety provisions by providing shoring and strutting (including supply of material,design and execution etc complete), removal of vegetation, shrubs, royalty, etc., removal and disposal of excavated material from the site, temporary stacking of selected earth and its multiple handling and spreading within the internal premises as directed by the Engineer-in-Charge, including dewatering, foundation bed preparation, backfilling and compaction, disposal of materials within plot boundary complete in all aspects as described and as directed by the Engineer-in-Charge. (Contractor to take permission from Collector/concern authorities for the dumping place in consultation with the Municipal and/or other Local Authorities & Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.)					
2.1	From existing ground level to a depth of 1.5 m	2	Cum			
2.2	From depth 1.5 m to a depth of 3 m	2	Cum			
3	Providing & laying dry trap granite/quartzite/gneiss/rubblestone soling with maximum 230mm size hard stone set in regular lines, hand packed and interstices thoroughly filled with small chips including filling in with good quality murum and compacted with 8 to 10 tonne rollers and spreading 12mm thick layer of grit on top, etc. complete in all aspects as directed by the Engineer-in-Charge.	90	Cum			
<b>Sub total for EARTH WORKS (I)</b>						
<b>II</b>	<b>CONCRETE AND ALLIED WORKS</b>					
4	Providing and laying Ready Mix Concrete, M15 Grade using 20 mm downgraded aggregates below ground for blinding layer under R.C. foundation and bedding, bottom of pits, sumps, chambers, trenches, anchor blocks, rubble masonry and brick walls etc. as per drawing or as directed by the Engineer-in-Charge including vibrating, compacting, curing, shuttering if required, etc. complete.	40	Cum			
5	Providing and placing in position Ready Mix Concrete of M25 grade for all shapes, at all levels above or below ground including admixtures if any, centering, shuttering, scaffolding, vibrating, compacting, curing, dewatering, levelling, cutouts, openings, finishing, removal of formwork, Filling of all tie rod holes with non-shrink grout( Dr. Fixit Pidigrout 10M as per manufacturers specification) etc. complete, for all lead and lifts, to obtain class F1 finish with leak proof concrete as per specifications/drawings and as directed by the Engineer-in-Charge for the following items (excluding reinforcement and structural steel):	90	Cum			
6	Grouting of the bases of equipment / stanchions including anchor bolt pocket/pipe sleeves etc. With premixed free flowing non shrinking grout of the following strengths as per the manufacturer's instructions. Grout having a minimum strength of 25 N / mm <sup>2</sup> "	0.5	Cum			
7	Providing Brick Masonry, 230 mm thick and above, in cement mortar 1:5 (1 cement: 5 coarse sand) using best quality locally available C class kiln bricks having crushing strength of 5 N/ mm <sup>2</sup> and Rest all properties shall as per IS, in superstructure for walls, parapets, etc., at all levels and locations, including scaffolding, curing, raking of joints, providing RCC transoms and mullions of grade M15 including shuttering, etc. complete. (reinforcement and concrete for transoms and mullions shall be paid separately in respective items)	18.0	M3			

8	Providing & applying 20 mm thick external sand faced plaster in cement mortar 1:4 using addition of integral water proofing compound 100% virgin polypropylene fibrillated fibres @125 gm/ bag of cement as per manufacturer's specifications waterproofing compound of approved make as per the manufacturers specifications, in two layers (first layer of 14 mm thickness and the second layer of 6 mm thickness) on all types of external surfaces using coarse, clean sand including surface preparation, curing both the coats, bends, grooves, drip moulds and all scaffolding, curing, including providing and fixing chicken mesh of 22 gauge, with about 15 cm. width of approved quality at the junction of reinforced cement concrete members and brick work, including fixing mesh in position by necessary drilling in concrete/ B. B masonry, etc. complete.	50.0	M2			
9	Providing and applying three coats of acrylic emulsion (washable) external paint of Asian make ACE / Nerolac Suraksha / ICI Dulux Super Coat or approved equivalent with required shade over a coat of primer on all exterior surfaces at all levels, including making good the damaged and rough surface, cleaning, curing, all scaffolding, etc., complete as per manufacturer's specifications and as directed by the Engineer.	27.0	M2			
10	Provision of Salitex Board.	50.0	RM			
<b>Sub total for CONCRETE AND ALLIED WORKS (II)</b>						
<b>III STEEL WORKS</b>						
11	Providing and fixing in position HYSD bar Reinforcement of primary make of grade Fe500 conforming to IS 1786 of various diameter for RCC members at all levels and locations, etc. as per detailed design, drawings and schedules including cutting, bending, hooking the bars, chairs, spacers, lapping, binding with 16 SWG soft annealed wires or tack welding and support as required and as directed by the Engineer-in-Charge, etc. complete. (Payments will be only for reinforcement bars. No separate payment will be made for laps, chairs, wastage and binding wires, etc.	9.5	MT			
12	Supplying & Providing structural steel work in rolled / builtup sections fixed with connecting plates or angles, gussets, cleats, channels as per drawings including cutting, fabricating, hoisting, erecting at all levels and locations, fixing in position, making welded/bolted connections and with two coats of zinc phosphate primer (One shop coat and one site coat) and painting with finishing coats of synthetic enamel paint to get desired finish, including scaffolding, preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge.	1.0	MT			
13	Fabrication and erection structural steel work in rolled / builtup sections fixed with connecting plates or angles, gussets, cleats, channels available at Tata Power stores as per drawings and including cutting, fabricating, hoisting, erecting at all levels and locations, fixing in position, making welded/bolted connections and including scaffolding, heavy duty crane preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge. <b>Structural steel is free issued material.</b> <b>#As per the available scrap angles</b>	25.0	MT			
14	Supplying, cutting, fabricating and erecting M.S. anchor bolts, pipe sleeves, channels, angles, plates, rails, beams and all other types of inserts in concrete members and placing them in position as specified on drawings at all locations and at all levels, etc. including two coats of approved oil paint over one coat of zinc phosphate primer with finishing coats of synthetic enamel paint to get desired finish over exposed surfaces, including scaffolding, preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge.	1.0	MT			
15	Providing manual/power tool cleaning to Romie loose rust and other foreign particles and apply two coats of 100 micron each Epoxy Mastic Primer followed by applying one coat of Aliphatic Acrylic -OU paints at 50 micron. Vendor has to provide warranty of 7 years	25.0	MT			
16	Transportation of structural steel including loading , unloading from Panvel/kalyan/Sarsola from Tata Power Stores to the site.	30.0	MT			
<b>Sub total for Steel works (III)</b>						
<b>Total (A)- Civil &amp; Structural (I+II+III)</b>						
<b>(B) Architectural BOQ for Training and R&amp;D Centre at Lonavala</b>						
S.no.	Description	UoM	Quantity	Rate	Amount	Remarks
1	<b>DGU STRUCTURAL GLAZING</b> Designing, providing, custom fabricating and installing semiunitised DGU structural glazing system comprising of powder coated aluminum framework as per the given elevational drawings and at all levels and floors/heights fixed to structural members, including scaffolding, providing, handling and fixing Glass 6 mm clear toughened glass + 6 mm high toughened coated performance glass of modiguard or Saint Gobain approved shade, providing EPDM gaskets, open cell polyethylene backer rod, Norton double sided spacer tape, structural silicon, weather sealant, shims, minimum 1.5mm thick aluminum sheet/angle, similar shade, 21 micron anodised flashings etc complete as directed by Engineer In Charge. Notes: The overall U value of the assembly shall be less than 0.5 Btu. ft2. F The SHGC of the glass shall be less than 0. 25 "	128.00	SQM			

2	Providing and fixing Mangalore tile roofing using first class tiles with necessary special tiles for ridges and hips, and pointed with cement mortar 1:4 over structural roof including cost of materials, labour, curing complete as per specifications.	900.00	SQM				
3	Modular cubical in 12mm compact laminate of approved color and texture with nylon Hardware as well as SS hardware comprising of door shutter, wall fixing rose, head, rail, wall bracket,tubular holder, corner connector, coat hook cum door stopper, lock cum occupancy indicator, hinge, door knob, adjustable foot and all other necessary accessories required to complete the job in all respect. Make- Inner Space, greenlam sturdo, Matrix .	3.00	Nos				
4	Providing and laying for flooring, matt finish vitrified tiles 12 mm thick of make kajaria of approved quality and shade in required position on 50 mm thick 1:4 cement mortar bedding including cement float, filling joints with white/ coloured cement slurry, cutting of tiles to required size, cleaning, curing, finished to line, length and slope as required, etc. complete.SIZE-600X600MM	193.60	SQM				
5	Providing and fixing entrance door in Wooden frame , double leaf decorative glass panelled teak wood sashes, glazed with 12 mm thick glass of approved make with etching and frosting. Item to include bevelling, floor springs, lock, all necessary hardware as approved by architect.	8.10	SQM				
6	Providing and fixing of <b>fully glazed glass door</b> with minimum 12mm thick glass toughened by horizontal process of St. gobain, modi guard make.the door shall be frameless and including all necessary hardware such as using patch fittings, double action hydraulic heavy duty floor spring IS:6315, door handle on both sides including cost of cutting floors as required. All hardwares shall be of Godrej, Dorma, whatever necessary and required numbers to complete the job in all respect. as per the instruction of the Architects. eate: Hardware required: H Type SS satin finish push pull door handle for doors (appx 350 mm)	7.56	SQM				
7	Providing and laying of step stone in tread, 12 mm thick of make kajaria of approved quality and shade in required position on 50 mm thick 1:4 cement mortar bedding including cement float, filling joints with white/ coloured cement slurry, cutting of tiles to required size, cleaning, curing, finished to line, length and slope as required, etc. complete.	10.54	SQM				
8	Providing and laying of step stone in riser, 12 mm thick of make kajaria of approved quality and shade in required position on 50 mm thick 1:4 cement mortar bedding including cement float, filling joints with white/ coloured cement slurry, cutting of tiles to required size, cleaning, curing, finished to line, length and slope as required, etc. complete.	2.295	SQM				
9	Providing and laying of step stone in landing, 12 mm thick of make kajaria of approved quality and shade in required position on 50 mm thick 1:4 cement mortar bedding including cement float, filling joints with white/ coloured cement slurry, cutting of tiles to required size, cleaning, curing, finished to line, length and slope as required, etc. complete.	16.74	SQM				
10	<b>Carpentry work</b> in termite resistant commercial plywood for making 300-450 mm deep shelf, ledge, table or any other furniture in the approved layout finished with 1mm thk laminate on all exposed surfaces. The cost shall include all required hardware and accessories such as hinges, handles, lock and any other required to complete the job in all respect. Plywood make century, greenply or equivalent.	4.65	SQM				
11	Providing and fixing both sided <b>gypsum + HPL board Partition walls</b> using Gyprock sound block board of required thickness of saint Gobain from interior of the structure and weather resistant HPL board from exterior face, as per approved drawings including scaffolding/access, making cut-out of required sizes and supporting framework for door opening as specified in approved drawings and manufacturer specification using metal stud frame sections ,ceiling sections , connecting clip, drywall screws, anchor bolts, backing strips, includes filling and finishing with Jointing compound, Joint Paper tape and two coats of Drywall Top Coat including ply backing to support mounting of airconditioner unit as specified in specification , etc.all complete as per the approved drawings and Manufacturer specifications.	72.00	SQM				
12	Providing and fixing <b>wall panelling</b> in marine ply of thickness upto 9mm with necessary framing and finished with charcoal panelling, with necessary site specific modifications etc.	24.80	SQM				
		<b>Total (B)- Architectural</b>					
		<b>Grand Total (A+B)</b>					
		<b>GST @ 18%</b>					
		<b>Grand Total incl. GST</b>					