

NOTICE FOR INVITING TENDER

To

M/s _____

Dear Sir/Mam,

Sub : NIT (NOTICE INVITING TENDER) FOR ENGAGEMENT OF AGENCY/CONTRACTOR FOR MAJOR STRUCTURAL AND CIVIL REPAIRING, WATERPROOFING, PLUMBING, PLASTER & PAINTING AND RELATED WORK AT B.H.E.L STAFF QUARTER BUILDINGS AT TILAK NAGAR AND D. N. NAGAR MUMBAI.

B.H.E.L, a PSU, intends to do major structural repairs, civil works, waterproofing, plumbing, external plaster, painting and other works in B.H.E.L staff quarter buildings in **Tilak Nagar and D. N. Nagar Mumbai.**

Bidder is requested to submit most competitive offer for the subject job as per terms and conditions in NIT .
The tender comprises of:

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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 90 days for acceptance from the due date of tender. Tender should be submitted stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirement. **It is a two part bid tender i.e. Techno commercial bid and price bid. E-Price bid of only techno commercially qualified bidder will be opened. The offers with any deviation will be rejected and the price bid of the bidder will not be opened. REVERSE AUCTION WILL BE CONDUCTED FOR THIS TENDER.**

The complete set of the application format cum tender document can be collected from The Office of General Manager, 14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai- 400 005 during office hours upto 20.10. 2022. It can also downloaded from bhel/tenders.com

Thanking you,

Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**

Section I

1. General Information

1	Tender no.	No.RE/MUM/HRD/HR-2201 Date: 26.09.2022
2	Name of Work	Major Structural And Civil Repairing, Waterproofing, Plumbing, Plaster & Painting And Related Work At B.H.E.L Staff Quarter Buildings At Tilak Nagar And D. N. Nagar Mumbai.
3	Site Location 1 Address: Year of construction Number of building: Total Number of flats: Number of floor:	4, Sangeetkar N Dutta Marg, Shiv Nagar, D.N.Nagar, Andheri West, Mumbai, 400053 1976 One 20 (carpet area approx. 557 sqft each) 5 (Ground + 4)
4	Site Location 2 Address: Year of construction Number of building: Total Number of flats: Number of floor:	Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, 400089 1985 3 (Bldg. no 138, 139, 140 each having 20 flats) 60 (carpet area approx. 248 sqft each) 5 (ground + 4)
5	Type of Contract	Work contract
6	Period of Contract	The work should be completed within 12 MONTHS from the date of receipt of work order
7	Date/Time of Pre-bid meeting & Venue	Date: 10.10.2022 Time: 2.30 PM 15 th floor, conf room, Bharat Heavy Electricals Limited, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
8	Cost of tender Document	NIL
9	Tender available on	https://bhel.com/tenders https://eprocure.gov.in
10	Date of issue of Tender	26.09.2022
11	Last Date of Tender Submission	20.10.2022 (3 pm)
12	Opening Date & Time for Technical bid	20.10.2022 (3.30 pm)
13	Estimate value	Rs. 210.8 lakhs approx
14	Earnest Money Deposit	Rs. 4,21,600/- to be deposit online.
15	Due date & Time of submission of EMD	20.10.2022 (3 pm)
16	Opening Date & Time for Price bid	Will be informed to techno-commercially qualified bidder
17	Reverse Auction (RA)	It will be conducted
18	Address for communication	Bharat Heavy Electricals Limited, 14th / 15th Floor, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005

19	Contact Person Details	Mr. Anil Mandal , Dy Engineer, HR, ROD Mumbai Ph No. 022- 22171223/222/242, 9702204310 Email: anil.mandal@bhel.in Shri Sarin Sondawale, Manager-HR, ROD Mumbai Mob. 9999743756 sarin@bhel.in ;
20	Project Management Consultant	M/s Avon Consulting Engineers Office: 403, Prestige Industrial Estate PCSL, Bawdi Cross Marve Road, Malad (West), Mumbai – 400 064. Tel: 9821114853 / Tel: 022-2880 4853. Email:- munirkhan73@rediffmail.com / avonconsultingengineers@rediffmail.com

1.1 ELIGIBILITY CRITERIA

S.No.	Qualifying Requirements	Documents required
1.0	Financial Criteria	
1.1	Bidder must have an average annual Financial turnover i.e (Income from Operations) not less than INR 63.24 Lakhs for the last 3 years.	CA certificate or balance sheet/annual report Financial Annual Statement for last 3 years duly certified by CA
1.2	Bidder must have Income Tax Permanent Account Number (PAN) and Goods & Service Tax Identification number (GSTIN) duly issued by respective tax authorities in India.	Self-certified Copy of PAN and GST Registration certificate.
2.	Technical Criteria	
2.2	Bidder must submit experience of having successfully executed "Structural/Civil repairs work of multi-storeyed building in the last 7 years (ending last day of month previous to the one in which the tender is floated) Bidder must submit work order/certificate from client and/or other document proving its experience. (a) Three contract of value not less than INR 84.32 Lakhs each or (b) Two contract of value not less than INR 105.4 Lakhs each or (c) One contract of value not less than INR 168.64 Lakhs	Self-certified Photocopy of contract(s) on bidder either as per sub-clause (a) or (b) or (c) along with relevant completion certificate from customer in respect of these Contracts. Bidder must provide contact details of the customer for whom they have provided services. These documents are subject to verification.
2.3	The Bidder should NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification by the bidder
2.4	The Contractor should have their Owned / Rent / Shop Establishment / set-up in MMR (Mumbai Metropolitan Region).	Self-certified copy of valid registration with any government agency or shop and establishment certificate/ Gumasta or other proof like electricity bill, water bill, rent agreement etc

2.5	Contractor should have Qualified full time Engineer having a recognized Degree in Civil Engineering and a minimum of 5 years' experience	Self-certificate on the firm letter head
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The bidders must satisfy all the eligibility conditions as stipulated above and submit necessary documents failing which the offers of the bidders shall be summarily rejected.

The works assigned to them should have been completed within the prescribed time.

B.H.E.L reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. B.H.E.L reserves the right to reject any or all applications at any stage without assigning any reason, thereof.

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2. Scope of Work-

SECTION – II

B.H.E.L engaged an external agency for carrying out the structural audit of the building, the audit report suggested to carry out the remedial measures and accordingly Project Management Consultant (M/s Avon Consultant Pvt Ltd) was appointed. As per the suggestion the BOQ is prepared along with the procedure of remedial measures. The party has to strictly follow the remedial measures suggested by the auditor and consultant. The scope of work consists of Bill of Quantity as under:

BOQ – Bill of Quantity

MAJOR STRUCTURAL AND CIVIL REPAIRING, WATERPROOFING, PLUMBING, PLASTER & PAINTING AND RELATED WORK AT B.H.E.L STAFF QUARTER BUILDINGS AT TILAK NAGAR AND D. N. NAGAR MUMBAI.

MCGM BILL OF QUANTITIES (Civil Works)

<u>Proposed Repairs, Rehabilitation of BHEL buildings at TILAK NAGAR BUILDING NO. 138, 139, 140. AND D. N. NAGAR BUILDING</u>						
<u>MCGM BILL OF QUANTITIES (Civil Works)</u>						
Sr. No.	MCGM Item Ref	Description	Unit	TILAK NAGAR	D. N. NAGAR	Total
				QUANTITIES	QUANTITIES	QUANTITIES
1		REMOVING & REFIXING ON AS IS BASIS	SQ. MT.	400	350	750
	CONSULTANT ITEM	M.S. GRILLS: - The existing M.S. Grills, collapsible gates / Weather Shed of the flat should be removed, so as to cause minimum damage to the same. The removed grills should be stacked properly with				

		due care, and should be re-fixed, with whatever necessary modifications after the entire work is over. The nails, cutting, welding, joints filling etc. complete.				
2		PROVIDING PROTECTION TO WINDOWS				
	CONSULTANT ITEM	The existing Aluminum / Wooden windows of all the flats should be covered carefully with minimum 4mm thick ply wood, so as to cause minimum damages to the windows. The plywood should be fixed properly with due care and should be fixed in such a fashion that the windows can be opened with ease. In case where window is already damaged before fixing, the contractor should bring it to the notice of the concerned flat owner, but in case the contractor's men damage the windows then he will have to repair the same at his cost.	SQ. MT.	275	200	475
3	R2-CS-WP-23	TERRACE TOP WATERPROOFING				
3A		Waterproofing the terrace slabs with average 100 mm thick, brick bats laid in cement mortar bed 1:4 filled with mortar 1:4 of total thickness 100 mm, laid to slope (1:100) with vata 15 cm, at the junction of walls and IPS flooring (1:2:3) 40 mm thick with admixture, of approved water proofing compound, as per manufacturers specification laid after grouting the slab, finishing curing etc. complete as directed and specified. (Horizontal measurement clear between walls will be paid for).	SQ. MT.	395	236	631
3B	R2-CS-DD-65	Chipping / removing loose concrete upto reinforcement bars, without damaging the reinforcement, removing all the loose materials and to make all the exposed surfaces free from oil, dust and all impurities etc complete. Carting and disposal fo debris. Terrace breaking, carting way the	SQ. MT.	395	236	631

		debris with max 1 truck load.				
4	CONSULTANT ITEM	Providing pressure grout machine, grout cement slurry in terrace slab in ratio 1 :1 (cement & water) with adding 10% waterproof chemical including PVC nipples, drilling in IPS up to slab level, fixing the nipple & sealing the nipple area and grout on 2 kg pressure.	NOS.	150	100	250
5	R2-CS-WP-44	O.H. TANK, OH STAIRCASE, PUMP ROOM TOP WATERPROOFING- CONVENTIONAL METHOD				
5A		Water proofing treatment to the OH Tank, OH Staircase, pump room top after removing old plaster and roughening the surface and finishing the top surface with 20mm thk. 1:2 c.s. plaster with approved water proofing compounds and neat cement finish, the rate also includes for 1:3 c.s. facia of OH Tank, OH Staircase, pump room top to match the new surface(actual area treated will be paid).	SQ. MT.	149	66	215
5B	R2-CS-DD-65	Chipping /removing loose concrete upto reinforcement bars, without damaging the reinforcement, removing all the loose materials and to make all the exposed surfaces free from oil, dust and all impurities etc complete. Carting and disposal fo debris	SQ. MT.	1,000	238	1,238
6	R2-CS-WP-34	OHWT WP at Tilak Nagar and OHWT+UGWT WP at DN Nagar				

6A		Providing water proofing treatment to existing RCC overhead tank (Tilak Nagar, DN Nagar), underground Tank (DN Nagar). The treatment shall be done by giving INJECTIONS wherever necessary with waterproofing compound and cement solution as per tenderer's specifications into the floor & walls upto the full height of structures. All inherent holes, cavities, voids & honeycomb shall be filled up to make the structure consistent, homogenous resistant to water breakages, seepage, dampness and moisture etc. The floor shall then be treated with waterproofing metal coba of 30 mm to 35 mm thick in 1:4 C.S. mortar and walls with first coat of waterproofing plaster as per tenderer's specifications. Finally both floor and walls shall be finished smooth with jointless waterproofing plaster 1:3 C.S. 12 mm to 15 mm thick with water proofing materials as per tenderer specifications in cement or finished rough to receive tile pavement or dado. The thickness of the treatment shall not be less than 50 mm to 60 mm for floors and 25 mm for walls. (The actual area of the treatment will be paid).	SQ. MT.	234	145	379
7.00	R2-CS-WP-35	Extra over the rate for item No.CS-WP-34 for removing the old plaster and floor finishing completely so as to expose the original surface to receive the treatment including carting away debris etc. complete. For OHWT at tilak nagar and OHWT and UGWT at DN Nagar	SQ. MT.	234	145	379

7A	R2-CS-WP-36	Extra rate for removing brick bat coba more than (4") 100 mm thick including carting away the same and from the actual place of work to any other site and making the site clear as directed. The debris will become contractor's property	Cum	8	7	15
8		POLYMER				
8A	R2-CS-CW-57	Providing and applying Ready Mix Polymer modified cement mortar of average thickness 30mm using Polymer in two layers in proportion 1:5:15 of Polymer Cement Quartz Sand as manufacturer's specifications in specific layers, curing the surface after 72 hours of application with wet gunny bags etc and by finishing the surface with 12mm thick (1:3) Cement sand plaster.	SQ. MT.	1,022	418	1,440
9	R2-CS-CW-55	NON POLYMER				
		Removing corrosion of steel reinforcement by mechanical means like wire brushing, chipping to remove loose rust and then applying rust removal solution by using brush application, leaving the surface for at least 15 to 30 minutes, then removing loose materials by scrubbing or with brush and applying polymer bond to the old concrete surface before applying Polymer mortar.	SQ. MT.	186	232	418
10	CONSULTANT ITEM	PROVIDING & SUPPORT M.S. PROPS	NOS.	300	200	500
		Providing adjustable M.S. props to support structural members, Load bearing capacity of the props must be 1 tone of each props, removing same after work completion as suggested by Engineer.				
11	R2-CS-CW-35	PROVDING STEEL REINFORCEMENT				

		Providing and fixing in position steel bars reinforcement of various diameters for R.C.C. pile, pile caps, footings, raft, retaining wall, shear wall, lift wall, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and bar bending schedules, including straightening, cutting, bending, hooking the bars, binding with wires or tack welding, supporting as required etc. all complete at all levels.				
11A	R2-CS-CW-35-b	HYSD steel bars (Fe 415)	MT	1	1	2
12	R2-CS-CW-45	MICRO CONCRETE				
		Providing Ready mix Micro Concrete jacketing to walls or beams of thickness upto 75 mm using Polymer modified cement premixed quartz sand aggregate packed in bags of standard manufacture, for high early strength of 40 N /mm sq.cm of approved brand. The dry product is to be mixed with 12.5% water by weight, along with washed and poured into rigid form work moulds & tamped properly, & cured for 3 days. [Payment is to be made by weight premixed of micro concrete product consumed as per site register records. No extra payment shall be made for shuttering or any other material.	KG	8,000	2,500	10,500
13		NEW PARAPAT WALL COLUMN AT TILAK NAGAR AND MAJOR REPAIR COLUMN AT D. N. NAGAR				
	R2-CS-CW-44	Jacketting the existing column of size as shown in the drawing by removing the concrete cover to reinforcement, by chipping or other suitable means to expose the reinforcement of existing column in order to make available the same	Cum	10	10	20

		for binding the extra reinforcement as shown in the drawing and also removal of rust, scales of the reinforcement in order to provide and apply approved make of epoxy resin to get proper bond with newly laid M25 grade concrete. The aforesaid concrete shall be laid by the sides of the existing column with uniform thickness of 115 mm or as specified, for jacketing purposes thereby increasing the sectional dimensions by 150 mm or as specified (excluding finishing) at any height with requisite shuttering, centring, scaffolding, propping, repairing the existing surface as specified and also removal of debris, curing etc. complete as per design and drawing etc. directed. (NOTE :- Reinforcement will be paid separately under respective item of schedule).				
14	R2-CS-WP-49	CHAJJA WATERPROOFING including breaking and carting away debris : - Providing & Making Waterproofing Treatment to the Chajja by finishing top surface with 20 mm thick 12 C.M. plaster with addition of approved water proofing compound as per manufacturers specifications and neat cement finish,including drip moulding at edge ,at bottom of chajja & cement vatta above chajja along the junction with wall etc complete. as per FMB item No. 5.22 but for new surfaces & as directed by theEngineer-In-Charge.	SQM	53	138	191

15	R2-CS-RM-100	OVERHEAD TANK : - Drilling with core cutting machine in RCC slabs, walls etc.wherever required in buildings, manholes,ducts, water tanks, pits etc. for laying pipes,sleeves and making good the same to give an even finish . The rate shall include the cost of drilling core, providing EPOXY based water proofing compound for sealing the joints around the pipes, nominal reinforcement wherever required,scaffolding and labour charges for working at all levels ,leads and heights . (Maximum thickness of RCC members shall be 300mm) and as directed by Engineer-In-Charge.				
	R2-CS-RM-103	d) Above 75mm to 100mm dia	Each	12	2	14
16	R2-CS-PL-37	GAP FILLING BETWEEN RCC MEMBERS & BRICKWORK				
		Providing raised and cut pointing to block/brick masonry work at all heights and locations in cement mortar 1:2, including raking of joints upto the depth of 15mm, finishing, curing, cleaning the surface etc. complete as directed by Engineer In Charge.	SQ. MT.	558	232	790
17	R2-CS-PL-07	LEVELING DASH COAT OF PLASTER				
		Providing and applying 12 mm thick internal plaster with neeru finish by using ready-mix mortar as per manufacturers recommendations at all heights and locations for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, finishing, curing, scaffolding etc. complete.	SQ. MT.	743	232	975
18		EXTERNAL TOTAL REPLASERING				

18A	R2-CS-PL-22	Providing and applying 25 mm thick (average) external sandfaced cement rough cast plaster upto 10m from ground level and at all locations in cement mortar 1:4 in two coats for masonry (except stone masonry) and concrete surfaces including, providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, providing bands, drip moulds, grooves etc. finishing, curing, DOUBLE SCAFFOLDING, Hesain Cloth etc complete as directed By Engineer In Charge.	SQ. MT.	4,183	1,300	5,483
18B	R2-CS-DD-65	Removing cement plaster of any finish from the wall, complete with racking out the joints to a depth of 20 mm. it includes breaking and carting out and disposal of debris.	SQ. MT.	4,183	1,300	5,483
19		INTERNAL STAIRCASE TOTAL REPLASTER				
	R2-CS-PL-09	Providing and applying 20 mm thick internal plaster with neeru finish at all heights and locations in cement mortar specified below in two coats for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, watering, finishing, curing, scaffolding, Carting out and disposal of debris etc complete as directed By Engineer In Charge.		INTERNAL TOTAL PLASTER OF STAIRCASE	INTERNAL PATCH PLASTER OF STAIRCASE	
19A	R2-CS-PL-09-a	In cement mortar 1:2	SQ. MT.	581	200	781
19B	R2-CS-DD-65	Removing cement plaster of any finish from the wall, complete with racking out the joints to a depth of 20 mm. it includes breaking and carting out and disposal of debris	SQ. MT.	581	200	781
20	R2-CS-RM-76	TEMPORARY PLUMBING LINE				

		Refixing C.I. and UPVC vent , soil, waste and rain water pipe of any size including cleaning and making good masonry of walls cornices etc. before fixing including fitting such as W.I. clamps, accessories of approved make with scaffolding etc. complete.	RMT	457	165	622
21		REPLACEMENT OF DRAIN PIPES				
21A	R2-CS-PS-192	4" RAIN WATER PIPE				
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	183	61	244
21B	R2-CS-PS-193	4" WC PIPE/ SY				
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	183	68	251
21C	R2-CS-PS-36	PROVIDING & FXING NEW CLAMPS				

		Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 0x10x10cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) including cost of cutting holes and making good the walls etc.				
	R2-CS-PS-36-a	For 100 mm dia. Pipe	NOS.	60	42	102
21D	R2-CS-PS-191	3" BATH SY				
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 75 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	183	68	251
21E	R2-CS-PS-191	3" KITCHEN DY				
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 75 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	92	31	123
21F	R2-CS-PS-36	PROVIDING & FXING NEW CLAMPS				

		Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10x10x10cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) including cost of cutting holes and making good the walls etc.				
21F	R2-CS-PS-36-b	For 75 mm dia. Pipe	NOS.	27	32	59
22.00	CONSULTANT ITEM	2" Gas lines	RMT	147	16	163
		Removing the Existing Drainage pipe lines & fittings including making holes in walls & replacing the same with new PVC Pipes & Fittings with spacers including clamping making good the holes, patchwork plastering of the same, testing as directed by the Consultant.				
23.00	CONSULTANT ITEM	2" AC DRAIN PIPES	RMT	92	30	122
		Removing the Existing Drainage pipe lines & fittings including making holes in walls & replacing the same with new PVC Pipes & Fittings with spacers including clamping making good the holes, patchwork plastering of the same, testing as directed by the Consultant.				
24		NEW uPVC line				

24	R2-CS-PS-84	WATER PIPES : - Providing and fixing 3 layer PP-R (Poly propylene Random copolymer) pipes, U V stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, including trenching, refilling & testing of joints complete as per direction of Engineer in Charge. It includes removal of old GI / Metal pipes and fittings. Note: All the scrap metals/GL/ MS grill/Steel etc will be the property of BHEL. The contractor should hand over the same to BHEL officer.				
24A	R2-CS-PS-84-a	PN - 16 Pipe, 16 mm OD (SDR - 7.4)	RMT	110	125	235
24B	R2-CS-PS-84-b	PN - 16 Pipe, 20 mm OD (SDR - 7.4)	RMT	73	22	95
24C	R2-CS-PS-84-c	PN - 16 Pipe, 25 mm OD (SDR - 7.4)	RMT	82	49	131
24D	R2-CS-PS-84-d	PN - 16 Pipe, 32 mm OD (SDR - 7.4)	RMT	100	5	105
24E	R2-CS-PS-84-e	PN - 16 Pipe, 40 mm OD (SDR - 7.4)	RMT	229	61	290
25	CONSULT ANT ITEM	REPLACEMENT OF CONNECTOR PIECES	NOS.	198	60	258
25		Replacing the existing Connector pieces (Horizontal Joint Piece) between the vertical downtake lines & the internal plumbing including making necessary holes, putting new uPVC pipes.				
26	R2-CS-PS-95-a	25 mm nominal bore	NOS.	18	18	36
27	R2-CS-PS-95-c	40 mm nominal bore each 1221	NOS.	12	6	18
28	R2-CS-PS-95-d	50 mm nominal bore	NOS.	3	3	6

29	R2-CS-PS-222	75 mm C.I nahani trap with grating with 75 mm C.I. bend with cleaning caps fixed complete	NOS.	60	20	80
30	R2-CS-PS-259	Providing & Fixing 100mm diameter Nahani trap Jali in steel finish with necessary fixing required to make the item well functional.	NOS.	120	40	160
31	R2-CS-RW-25	NEW ACRYLIC SHEETS STAIR CASE				
		Providing & fixing UV stabilised fiberglass reinforced plastic sheet roofing up to any pitch, including fixing with polymer coated 'J' or 'L' hooks, bolts & nuts 8mm dia. G.I plain/bitumen washers complete but excluding the cost of purlins, rafters, trusses etc. The sheets shall be manufactured out of 2400 TEX panel rovigs incorporating minimum 0.3% ultra-violet stabiliser in resin system under approximately 2400 psi and hot cured. They shall be of uniform pigmentation and thickness without air pockets and shall conform to IS 10192 and IS 12866. The sheets shall be opaque or translucent, clear or pigmented, textured or smooth as specified. (1.50 mm thick coloured F.R.P. corrugated sheet)	SQ. MT.	36	16	52
32	CONSULTANT ITEM	Crack filling with Polymeric Based Filler	KGS.	200	200	400
		Open up all the visible cracks in the plaster, in a V groove fashion using an electric cutter machine. Fill up these cracks with a paste of Polymeric Based Crackfiller Material (Crackfill of Sunanda Make). These cracks may be filled with ready mix crack filling compound made by Approved Make. Finish the same so as to try to ensure that the filled crack matches the level of the plaster as best as possible.				

33	R2-CS-CW-6	RCC GRILLS IN STAIRCASE AREAS : - Providing precast cement concrete Jali of Nominal Mix 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6mm nominal size) reinforced with 1.6 mm dia mild steel wire including centering and shuttering, roughening cleaning, fixing and finishing in cement mortar 1:3 (1 cement: 3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits.				
	R2-CS-CW-6-d	25 mm thick	Sqm	53	35	88
34	CONSULTANT ITEM	RECASTING OF DAMAGED CHAJJA Remove all the loose and damaged concrete. Clean all the exposed reinforcement steel using rusticide. Provide additional steel wherever directed, by drilling 5" deep holes and grouting the same using Cement + Polymer paste. Coat the cleaned old steel & the new steel also using a coating of Cement : Polymer slurry. Provide necessary formwork, so as to cast a chajja of minimum 3" thick, using cementitious mortar in the proportion of C:S:M :: 1:1.5:3. De-mould the formwork and carry out proper curing of the built up member by keeping the same continuously moist with the help of a wet cloth.	SQ. MT.	14	10	24
35	R2-CS-PN-12	ELASTOMERIC PAINT				

		Providing and applying first single coat of approved Basecoat and two coats of anti-algal, anti-fungal, exterior Elastomeric paint as specified below of an approved make and colour as per manufacturers specifications to any surface, upto 10m height from ground level and at all locations as directed including preparing surfaces for painting by any approved means, scaffolding, cleaning and curing etc. complete as directed by Engineer-in-charge.				
	R2-CS-PN-12-b	By using acrylic based Elastomeric exterior paint	SQ. MT.	4,183	2,603	6,786
36	R2-CS-PN-4	M.S. GRILL ENAMAL PAINT				
		Providing and applying first single coat of approved primer and two coats of synthetic enamel paint/flat oil paint of an approved make and colour as per manufacturers specifications to surfaces specified below, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting by any approved means etc. complete as directed by Engineer-in-charge.				
	R2-CS-PN-4-c	For steelwork	SQ. MT.	697	1,236	1,933
37	R2-CS-PN-3	STAIRCASE OBD PAINT / INTERNAL CLINIC				
		Providing and applying first single coat of approved primer and two coats of acrylic distemper (oil bound distemper) of an approved make and colour as per manufacturers specifications to any surface, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting with broom by any approved means, etc. complete as directed by Engineer-in-charge.	SQ. MT.	1,453	893	2,346
38	R2-CS-SS-06-e	Providing & fixing of Anchor Fastner				

		Providing and fixing the Mechanical Anchor Fasteners as specified below of Hilti Make or equivalent confirming to IS 1367 (Part 3) at required locations and level including drilling the hole, cleaning and anchoring the bolt as per manufacturers specifications etc. complete as directed by Engineer In Charge (M2O)	NOS	300	100	400
39	R2-CS-MW-33	AAC blocks Masonry (SIPOREX) in Passage Area				
		Providing and laying autoclaved aerated (cellular) cement blocksmasonry with more than 100 mm thick AAC blocks in cement mortar 1:4 (1 cement : 4 coarse sand) including RCC stiffeners. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, racking of joints, scaffolding and curing,etc. completed as directed by Engineer-in-Charge.	CUM	57		57
40	R2-CS-PL-22	PLASTER WORK ON THR NEWLY CONSTRUCTED SIPOREX WALL IN THE PASSAGE AREA				
		Providing and applying 25 mm thick (average) external sandfaced cement rough cast plaster upto 10m from ground level and at all locations in cement mortar 1:4 in two coats for masonry (except stone masonry) and concrete surfaces including, providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, providing bands, drip moulds, grooves etc. finishing, curing, scaffolding etc complete as directed By Engineer In Charge.	SQ. MT.	432		432

Scope of work includes Repair of Structural defects including polymer treatment wherever suggested, providing rusticide on corroded steel, additional reinforcement where the dia of rods have corroded extensively, re-plastering , jacketing of column wherever suggested and glass fibre rapping etc. The Scope of work consists of providing material, equipment, plant & machinery, labour, transport, tools and tackles, required services etc. for the above-mentioned subject works by following the proper methodology of repair as enumerated elsewhere. The civil work, sanitary work, plumbing work, electrical work, etc., are also within the scope of this tender.

It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall confirm to the lines, elevations and grades as shown on the drawings furnished by the B.H.E.L. should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the B.H.E.L and to furnish and install such detail with B.H.E.L concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use B.H.E.L may in their absolute discretion issue further drawings and or written instruction, details, directions & explanations, which are, hereafter collectively referred to as BHEL instructions in regard to

- I. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- II. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- III. The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- IV. The demolition removal and/or re-execution of any work executed by the contractors.
- V. The dismissal from the work of any persons employed there upon.
- VI. The opening up for inspection of any work covered up.
- VII. The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The Contractor shall forthwith comply with and duly execute any work comprised in such instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by BHEL shall if involves a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of BHEL. Rates of items not mentioned in the priced schedule of quantities shall be fixed by BHEL as provided in Clause **“variation”**.

The contractor shall set up necessary field-testing equipment's for day to day testing of materials like slump test for concrete, moulds for preparing concrete cube test samples, silt content and bulkage of sand etc.

The scope of works involves completing the repair & renovation of the building fit for occupation, which also involves & means submitting the As-Built Drawings to statutory authorities, Water Supply & Sanitary, Electrical Board Authorities and any such other statutory/ regulatory authorities, arranging for their Inspection of works, rectifications, following up with them for securing their permissions/ clearances no objection certificates, sewerage, water & electrical connections, as applicable. B.H.E.L shall make necessary payments directly to the concerned authorities on demand & against receipts or reimburse such charges to the contractor on production of demand notices & paid receipts. The successful contractor shall make necessary liasoning works including making submission of applications to the statutory authorities and no extra payment will be considered by B.H.E.L for obtaining above mentioned services, clearances & completion certificates.

Bidder to visit site: Bidder shall acquaint himself by a visit to the site, and acquaint himself with the conditions prevailing at site before submission of the bid. Bidder should visit site and acquire full knowledge & information about nature and requirements of the works, route and site conditions prevailing at site in and around the premises together with all the statutory, obligatory, mandatory requirements of various authorities, availability of specified materials in the tender, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish/debris.

The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the B.H.E.L/ Consultants might be deemed to have reasonably been inferred to be so existing before commencement of work.

The Detailed scope of work:

Details scope of work is mentioned in schedule of Quantities / Bill of Quantity having itemized BOQ for all above mentioned works. The work is required to be carried out in the staff quarters of B.H.E.L, it has to be ensured by the contractor that during execution of work, the occupants are not disturbed. The work shall be carried out as per B.H.E.L/ appointed Consultant's and specifications under their supervision and covers the following:

- 1.1. Arrangement for suitable storage area/warehouse both open and covered near/on Site
- 1.2. The Bidder shall make his own arrangement for unloading of the material/ equipment's received at site, its storage. The Bidder has to ensure the safety of materials/equipment's and keep proper record of arrival and dispatch to/from the storage area and send daily update to B.H.E.L via email giving details of the packages as well as LR, consigner details, condition of package/s, etc.
- 1.3. Bidder to obtain necessary permissions/ clearances from all concerned Authorities , needed for completion of work
- 1.4. Bidder shall arrange suitable Security/Escort/Watchmen in adequate numbers at the storage area,. Arrange necessary Material Handling Equipment/facility and suitable manpower for safe loading / unloading / handling / discharge / storage etc.
- 1.5. Bidder should obtain all required clearances / permit wherever required from all governmental / non-governmental authorities e.g. transport authorities, Public works department, State Electricity Board, Traffic, Police Department or any other authority, including private parties / persons/ organizations for any activity in the scope of works.
- 1.6. Bidder needs to arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the materials from weather / rain right at site.
- 1.7. Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said materials/equipment at site.
- 1.8. Bidder shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
- 1.9. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
- 1.10. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to B.H.E.L.
- 1.11. Bidder shall own all risks and responsibility from the time of taking over the site till safe delivery at site
- 1.12. Bidder shall submit the progress report to B.H.E.L or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status / storage / etc , constraints if any, etc, **along with plan for next 7 days.**

- 1.13. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify B.H.E.L and Owner from any liability on any account caused due to noncompliance of statutory, legal and safety norms
- 1.14. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail etc) at the Site, to ensure proper coordination for the entire duration of the Contract
- 1.15. Bidder shall be responsible for any penalties from any statutory authorities levied and shall pay from their own account. Bidder should be well informed about the procedural and documents requirement for such works.
- 1.16. Bidder has to ensure timely payments to their counterpart/associates/suppliers to meet the timely project schedule.
- 1.17. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
- 1.18. Contractor shall ensure the removal debris from the site (DN Nagar, Tilak Nagar) to dumping yard.

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Section III

3. INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

1. The tendering process will be completed through E-tendering.
2. National Informatics centre is our service provider for E- tendering. URL for E-procurement portal is <https://eprocurebhel.co.in/nicgep/app>
3. Vendor who are not registered with NIC need to register themselves. The URL for registration is <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>
4. In case of any clarification please contact below person:
Name: R. Inchara
Email ID: inchinchu@gmail.com
Phone no: 8553226267
5. The tender documents comprise the following:-
 - (I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.
BHEL Bank Account details:
NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482
IFSC Code: SBIN0005345
The EMD should be submitted latest by 1500Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.
 - (II) Part-1 – Techno Commercial Bid.
All required documents must be submitted on the portal.
 - (III) Part-2 – Price Bid
Must be quoted in BOQ format provided at the portal.
Format of price bid must not be changed.

It is a two part bid tender i.e. Techno commercial bid and price bid. E-Price bid of only techno commercially qualified bidder will be opened.

Bidders are advised to go through the tender document fully before submitting the dully tender .

6. Documents to be enclosed by bidder

(A) Technical Bid (Part-I) (To be submitted offline)

Following documents should be enclosed in the Techno-commercial bid preferably in the same order of sequence shown below. **Offers without the below requisite documents shall not be accepted for further evaluation.** B.H.E.L reserves the right to call all original documents for verification.

- a. EMD of Rs. **4.216 lakhs.** (UTR details for EMD to be given in separate page)
- b. Duly filled Application form in Format as per Annexure-2.

- c. Work order/certificate from client and/or other document proving its experience.
- Three contract of value not less than INR **84.32 Lakhs** each **or**
- Two contract of value not less than INR **105.4 Lakhs** each **or**
- One contract of value not less than INR **168.64 Lakhs**
- d. A certificate in original from a firm of Chartered Accountants/Audited annual accounts /Annual Report confirming the Turn-over & Net worth along with Audited copy of Balance Sheet and Annual Report for three financial years and other details as required under eligibility clause
- e. Self-Certified Copy of the PAN & GSTIN registration certificate
- f. Signed entire NIT copy
- g. Self-certified Contract copy details along with completion certificate in required format
- h. A self-certification should be submitted by the bidder indicating compliances of NIT Clause
- i. An authority letter indicating that the person signing the tender is the duly authorized by the company/firm
- j. Duly filled and signed all Format / Annexures

B) Price Bid (Part –II)

Price bid comprises of followings

1. Carefully filled Prices as per the format in this tender document.
2. The price offers must be made only in the formats enclosed with this tender
3. Price bid must be signed and stamped on each page.

7. EVALUATION CRITERIA:

- A. Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- B. The bidders shall be evaluated as per techno-commercial requirements mentioned in NIT.
- C. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- D. Price bid of Technical-cum-Commercial qualified bidders only will be considered for opening .
- E. Reverse Auction (RA) will be conducted
- F. Bidder shall quote price in term of percentage (%) of estimated project cost only in prescribed format of Price Bid.
- G. Estimate price is Rs. 210.8 lakhs, lets say E.
- H. If bidder quotes say X% above par, then final price will be calculated = $E \times (1 + X\%)$
- I. If bidder quotes say X% at par, then final price will be calculated = $E \times (1 + 0\%)$
- J. If bidder quotes say X% below par, then final price will be calculated = $E \times (1 - X\%)$
- K. The X% price offered by bidder will be applied uniformly through out the BOQ items All breakup schedule amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages.
- L. Party who has quoted lowest price in RA will be called for further process including negotiation if any and award of work.
- M. The order will be finalized on one party only.

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4. SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) If the Bidder fully performs and completes the works in all respects to the entire satisfaction of B.H.E.L and presents an absolute “No claim Certificate” in the prescribed form and returns properties belonging to B.H.E.L taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to B.H.E.L under this contracts entered into with the Bidder.
- (3) All invoices / documents/receipts/ reports/photos must be in English and must be submitted to B.H.E.L office. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Certified Translator, for release of payments.
- (4) Bidders must go through Guidelines for suspension of business dealings & Guidelines for Reverse auction. Guidelines for suspension of business dealings with suppliers/Bidders & Guidelines for Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (5) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on B.H.E.L website www.bhel.com on “supplier registration page”

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

(6) **INTERPRETATION OF TERMS:**

- i. Whenever the words “directed”, “as required”, “selected”, or words like effect are used, it is to be understood that the selection, direction or requirement of the BHEL are intended.
- ii. The words “approved”, “satisfactory” or words of like import shall mean “approved by” or “satisfactory to” the B.H.E.L, whose approval must first be obtained before the materials ordered or the works to which the words refer to are put in hand.

iii. The word “allow” shall mean that the contractor shall include in his rates for the particular matter referred to.

iv. The words “as described” shall mean the description in the trade preambles, general preambles, specifications, general instructions etc.

(7) **ORDER OF WORK:**

B.H.E.L reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

(8) **TESTS FOR QUALITY OF MATERIALS AND WORKS:**

The quality of all materials proposed to be used in the works will be as per the relevant Indian Standard Specifications and will be generally in accordance with the provisions of the Technical Specifications.

The Contractor will carry out routine tests on all building materials for ascertaining the various qualities of the same as per the relevant tests procedure on samples collected at regular intervals and submit the reports in triplicate to the Consultants/BHEL.

General guidelines showing the tests required to be carried out on materials and the frequencies of such tests are indicated in “Mandatory Tests” attached to the Technical Specifications of this document. The Consultant/BHEL may at his discretion direct the Contractor to carry out any or all such tests and at intervals shorter or longer than those specified. The lists of preferred materials attached to this document is not exhaustive and the Consultant/BHEL may direct the contractor to carry out tests on other materials not specified in the list. The contractor in all cases will carry out the tests required to be done by him and costs of conducting such tests and furnishing the results will be borne entirely by the contractor. No claim towards reimbursement of such costs or part thereof will be entertained at any time and the rates quoted by the contractor for various items of works will be deemed to be inclusive of such cost.

(9) **SAMPLES:**

i. The Contractor shall get samples or makes of the materials approved from the Consultant/BHEL well in time.

ii. The contractor shall furnish well in time before work commences, at his own cost, any samples of materials or workmanship that may be called for by the Consultant/BHEL for his approval and any further samples in case of rejection until such samples approved. Such samples when approved shall be the minimum standard for the work to which they apply. In case of items like suspended ceiling, timber partitions, etc., typical sample panels or prototypes shall be erected in position for approval before undertaking work. Rates quoted shall cover for such preliminary work.

(10) **REJECTED WORKMANSHIP OR MATERIALS:** Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or deteriorated, must be removed immediately from the site and replaced at the contractor’s expense, as directed.

(11) **DISCREPANCIES:** The several documents forming the contract are to be taken mutually explanatory of one another. In the event of any Errors, Omissions and Discrepancies, the same shall be dealt as under:

- i. In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted. Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.

- ii. In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference be observed. Description in Schedule of Quantities. Drawings Technical Specifications Indian Standard Specifications of B.I.S.
- iii. In case of difference between the offer written in figures and the offer in words, the offer in words shall prevail.
- iv. In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to **B.H.E.L.** The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

(12) QUOTED RATES:

- i. The offer quoted by the contractor shall be held to include for providing and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, setting, cutting, waste mgt, return of packing and all materials and labour and everything else necessary for the proper completion of each item in scope of work. The Contractor shall provide at his expense all labour, materials and things required by the Consultant/BHEL or his representative for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planning gangways etc., necessary for affording access to every part of the work. (However, in regard to cube tests of concrete provisions made regarding the same under the trade 'Concrete' shall be applicable).
- ii. Contractor should note that unless otherwise stated the tender is strictly on item rate % basis. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted. The individual quantity can vary to any extent or may be deleted for which no compensation will be payable to the contractor and the rates will remain firm. In case the actual value of executed work including extra work on completion of work becomes less than 70% of the basic/original contract value than the following method shall be adopted. The actual executed value shall be raised by 7% (For arriving at the final payment against work executed) subject to the condition that total value of work executed plus increase by 7% as above shall be limited to 70% of the basic/original contract value. The rate quoted shall be firm irrespective of any upward variation in the contract price. All other incidental charges, Liaisoning & supervision charges shall be included in the item rates offered by bidder.

- (13) WATER:** The rates quoted by the contractors shall include for providing all the water required for the work including that required by special tradesmen and sub-contractors and pay all charges required by local authority or other authorities to get connection. Water must be clean, fresh, pure and free from earth, vegetable or organic matter acid or alkaline substance in solution or suspension. The contractors must execute any temporary plumbing work and pay all fees and charges. the contractor should provide tube well, tanker water duly tested or wells or open well at his own cost. The contractor will make his own arrangements for pumping and storing water. The contractors will be allowed use of any water surplus to requirements of the B.H.E.L from any existing well if any on the site, but no guarantee is given that the quantity available would be sufficient. All Health regulations in force shall be strictly observed by the contractor and pay all necessary charges.

- (14) ELECTRICITY:** BHEL will provide the single point electric connection (domestic) on chargeable basis as per actual consumption. The further distribution and consumables shall be taken care by contractor. If any damage to the electricity point, during execution, shall be repaired by contractor on its own cost.

Alternatively, contractor may arrange electricity supply on its own cost.

(15) **SECURITY and PROTECTION:**

- i. All fences, trees, shrubs, grass, lawns and other surfaces around the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at contractor's expense. ii. The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, woodwork and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The contractor shall at his cost protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Consultant/BHEL at completion.
- iii. The Contractor shall properly cover up and protect all work throughout the duration of work and until completion, particularly masonry, moldings, steps, or special floor finishes, staircases and balustrades, doors and window frames, plaster, angles, lighting and sanitary fittings, glass, paint work and all finishing at his cost till the same is handed over to the B.H.E.L.
- iv. The Contractor shall provide vertical barrier, protection with proper and stable framing, supports etc. with tarpaulin, G.I. sheet panelling, barricades, fences, guards etc. as directed by consultant without any additional cost, to ensure public safety and health during construction and to avoid any disturbances in the working and functioning of the members and families in society.
- v. The curing must be done properly. In case, it is not done properly the work will not be Accepted and paid. The contractor shall provide without any extra cost, helmet to each worker and visitors on site

(16) **MINIMUM WAGES ACT:** The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

(17) **INCOME TAX TDS/GST TDS:** Appropriate deduction as per relevant Income Tax & GST TDS Rules applicable at the time shall be made on the bills submitted by the contractor

(18) **WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:** All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of sub-contractors and special Tradesmen to be cleared and carted away and all materials rejected by the Consultant/BHEL to be removed. Contractor's quoted rates shall allow for these factors.

(19) **TOOLS FOR MASONS:** Every bricklayer or plasterer on the work shall be provided with suitable level battens, trowels, wooden floats and breaking hammers for cutting brick and templates, to enable him to carry out the work in a neat and workmanlike manner, and each gang of brick layers or plasterer not exceeding six in numbers shall be provided with a suitable measuring rule, a plumb bob, a spirit level and a square in addition to the above mentioned, all to be to the approval of the Consultant/BHEL.

(20) **CONTRACTOR TO ASSIST SITE ENGINEER FOR TAKING MEASUREMENTS**

The contractor or his representative shall accompany the Site Engineer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.

If the Contractor fails to accompany the Site Engineer or any other person that has been duly authorized by the Consultant to take measurements then in such a case the measurements recorded by the Site Engineer shall be binding on the Contractor.

All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.

- (21) **SERVICE AND ADVICE BY CONTRACTOR TO B.H.E.L:** The contractor shall place at the disposal of the B.H.E.L the services and the advice of himself and his staff of Engineers, Managers, suppliers/ buyers of materials, foreman of trades or to other skilled persons employed by him for compliance of this contract.
- (22) **NO OVER LOADING OF SLABS:** Floors of buildings shall not be loaded by stacks or materials during repair/renovation works without the prior approval of the Consultant.
- (23) **RATES TO COVER FOR WORK AT ALL HEIGHTS AND LEVELS:** The rates quoted by the contractor should cover for work at all heights and levels for all items or work under this contract. Lift of materials will not form any criterion for claiming extra payment.
- (24) **ALTERNATIVE ITEMS:** In regard to alternative and 'rate only' items if any specified in the Schedule of Quantities, Contractor should note that B.H.E.L reserves the right to order the principal item or its alternatives to any extent entirely at B.H.E.L's discretion.
- (25) **MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:** Measurements of all items of work including extra items, if any, such as, work in foundations, including excavations, plinth filling, masonry concrete etc., steel in all R.C.C. works, pipes to be encased etc., shall be got recorded from the authorized Site Engineer by the contractor before they are covered up. Immediately the work is ready for measurements, contractors will give specific notice to Site Engineer for recording the measurements, the Contractor will refer the matter to the Consultant for instructions, but in no case shall cover up the work without his permission.
- (26) **OCCUPATION BY B.H.E.L:** The B.H.E.L reserves the right to occupy the works by section as completed, as may be considered by the Consultant both practicable and reasonable and without hindrance to the contractor's progress. However, the contractor has to provide necessary facilities without hindrance to these occupants.
- (27) **Plan of Operations:** Before commencing the works the Contractor shall supply to the Consultant for his approval.
- i. A bar chart indicating the work planning & programming by the contractor.
 - ii. Disposal of Debris
 - iii. BBS for approval
 - iv. All the demolished material/debris shall be disposed off by the Contractor only at the dumping ground/place approved by the local authorities.
- (28) **Examination/Audit of works by CVC, Auditors:** in case, The entire work is inspected/audited by the, CVC, Auditors during/after completion of work. The Contractor shall extend all necessary co-operation for the same and rectify the defects, if any pointed out by them. Recoveries, if any suggested by them shall also be effected from the payments due.
- (29) **Contract Agreement:** The tender will be awarded to a **SINGLE successful tenderer, whose bid is found to be lowest (L1) after RA. He has to sign the formal agreement with B.H.E.L.** The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.
- (30) **Superintendence Supervision:** The contractor shall give all necessary personal superintendence during the execution of the work and this obligation and liability will continue until expiration of the 'Maintenance period' (Retention period). The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the B.H.E.L or the

Consultants to such representative shall be deemed to have been given and duly served on the contractor.

- (31) **Failure By Contractors to Comply With B.H.E.L/Consultant's Instructions:** If the contractor after receipt of written notice from the B.H.E.L and/or the Consultants requiring compliance within seven days fails to comply with such further drawings and/ or B.H.E.L/Consultants 's instructions, the B.H.E.L through the Consultants or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the B.H.E.L on the certificate of the Consultants as a debt or shall have right to deduct same from any money due or to become due to the contractor.
- (32) **Labour Regulations**
The Contractor shall be wholly and solely responsible for full compliance with the Provision under all labour laws and / or regulations such as payments of Wages Act, 1936; Minimum Wages Act, 1948; Employees Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Dispute Act, 1947 and the Maternity Benefit Act, 1961 and any modifications thereof or any law relating thereto and rules made there under from time to time. The Contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health. If female labour is employed, the Contractor shall make necessary provision for safeguarding and care of small children and keeping them clear of the site of operations. No labour shall reside within the site except authorised guards.
- (35) **Vouchers:** The Contractors shall furnish the Consultants with vouchers on request to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to without the rate analysis of tender and non-tender items which he may be called upon to carry out thereafter.
- (36) **Clearing of site:** The Contractor shall after completion of the work clear the site of all debris and left over material at his own expense to the entire satisfaction of the Consultant, B.H.E.L and municipal or other public authorities.

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SECTION V

5. GENERAL TERMS AND CONDITIONS

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:- **1. Definition**

- a. **"COMPANY"** shall mean Bharat Heavy Electricals Limited, in short B.H.E.L, a Company registered under Indian Companies Act 1956, with its Registered Office at B.H.E.L House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- b. **"Consultant"**: The term "Consultant" shall mean **M/s** Avon Consulting Engineers, 403, Prestige Industrial Estate PCSL, Bawdi Cross Lane, Off Marve Road, Malad (West), Mumbai – 400 064. or in the event of his/their ceasing to be the "Consultant" for the purpose of this contract such other person/s the B.H.E.L shall nominate for the purpose.
- c. **Engineer:** The term "Engineer" shall mean authorized official appointed by Consultant / BHEL for day-to-day supervision of works at site as per tender terms.

- d. **"CONTRACTOR"** shall mean the individual, or firm or Company or LLP who enters into this Contract with B.H.E.L and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "Successful Bidder" where the context so requires.
- e. **"SITE"** shall mean the place or places, location, as specified in the contract, at which the repairs / renovation / services are to be performed as per the scope of work/ specifications prescribed in the contract
- f. **"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the B.H.E.L / Consultants and such other drawings as may from time to time be furnished or approved in writing by the Consultants/ B.H.E.L. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by Consultants/ B.H.E.L during the execution of the work.
- b. All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site by the contractor and the Consultants/ B.H.E.L shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed Working /Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and /or dimensioned sketches thereof and have it confirmed by "Consultants"/ B.H.E.L prior to taking up such work.
- c. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 7 days ahead from the time when it is required for implementations so that the B.H.E.L may be able to give decision thereon
- a. The **"CONTRACT" or "CONTRACT DOCUMENT"** shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- b. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by B.H.E.L and incorporated in the Agreement.
- c. **"SPECIFICATIONS"** shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- d. **"APPROVED" "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by B.H.E.L ROD Mumbai.
- e. **"SINGULAR AND PLURAL"** etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- f. **"VALIDITY OF THE CONTRACT"** The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of B.H.E.L or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of B.H.E.L.
- g. **"COMPLETION OF THE CONTRACT"** The contract will be treated as complete on full and final settlement by B.H.E.L of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- h. **ASSOCIATE:** Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- i. **"Defect"** is any part of the Works not completed in accordance with the Contract.
- j. **The Defects Liability Period"** is the period of 12 month calculated from the certified Completion Date.

- k. **"The Completion Date"** is the date on which it is stipulated that the Contractor shall complete the Works.
- l. **"Materials"** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- m. **"Start Date"** is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).
- n. **"Temporary works"** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
- o. **"The Works"** shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.
- p. **"Specifications"** means the specifications annexed to or issued with these conditions and includes Indian or other approved standard specifications and where such a specification is not available, the specification approved by the Consultant
- q. The **"Schedule of Quantities"** or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities as specified and forming part of this contract.

2. ISSUE OF NOTICE:

The Bidder shall furnish the name, designation and addresses. All complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized agent/representative through any mode (email, telegram, letter by courier, ordinary post / registered post / hand delivery /SMS/ Whatsapp or by any other means etc.).

3. COMMENCEMENT OF WORK:

- a. The Bidder shall commence the work on specific intimation from B.H.E.L in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, B.H.E.L, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of B.H.E.L's other rights and remedies in this regard.

4. RATES:

- a. The Tenderer are required to quote item wise ALL INCLUSIVE BASE RATES excluding GST as per the Part-II (Price Offer) format. All base rates will be treated as firm and no escalation in rates will be allowed for any reason, whatsoever, including extended period of project completion, if any.
- b. Offer should be for FREE DELIVERY of material at Site as well as for Workmanship in totality, as per scope of this tender document. "All inclusive Base Rates" should be inclusive of delivery charges, handling charges, consumables, transit insurance, labour & other incidental charges (if any), excluding GST in respect of items indicated in the tender form
- c. Tenderer are requested to indicate their best rates together with maximum discount
- d. Tenderer are advised to exercise greatest care in entering the rates. No excuse for mistakes or requests for correction of rates will be entertained, after submission of bid.

5. DISCREPANCY AND CONTRADICTION

- a. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- b. In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, GM-ROD Mumbai B.H.E.L or his authorized representative shall be the deciding authority with regard to intention of the contract.

6. INVOICES AND PAYMENTS

a. **Initial Mobilization Advance:** No mobilization advance will be considered by the B.H.E.L.

b. **I. Running Account Bill payments (Interim Payments):**

95% upon completion of work on pro-rata basis as per Billing schedule shall be paid within 45 days of submission of clear and complete bill in all respect duly verified and certified by B.H.E.L. Recovery, if any, as per contract terms & conditions shall be made from the bills.

Following documents will be required at various stages of payment as follows in triplicate:

- i. **Certified Measurement Sheets copies of the work carried out.**
- ii. **GST Bill/invoice of contractor**
- iii. **Final Completion certificate and fitness/stability certificate at the time of final payment.**
- iv. **Material test report, if applicable**

Balance 5% shall be paid after completion of entire scope of work based on certification of BHEL

Note: All the payments shall be released in INR through RTGS/NEFT online

All bills shall be prepared by the contractor in the form prescribed. Normally one interim bill shall be prepared in every 30 days subject to minimum value of Rs. 15 lakh

- I. The contractor shall be paid by B.H.E.L from time to time under interim joint measurements certified by Engineer-in-charge on account of work executed in accordance with contract and to the satisfaction of Engineer incharge with deduction of previous payments, 5% retention etc. On certification of completion of the works, contractor shall be paid final payment
- II. The Bidder will be required to raise the Invoice for the work completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract
- III. The bills in proper form must be duly accompanied by detailed measurements in support of the quantities of work done and must show deduction for all previous payments, retention money, etc
- IV. The total amount payable for the work executed by the contractor will be certified by Engineer-in-charge after due scrutiny of the contractor's bill. The B.H.E.L will deduct retention money as described in as per tender conditions.
- V. All the interim payments shall be regarded as payments by the way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or reerected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in anyway the power of the B.H.E.L under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way very or affect the contract.
- VI. The payment of all Running bills shall be made within 45 days of the receipt of bill with all supporting .

- VII.** If the B.H.E.L has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to contractor in accordance with the quantities consumed in the work

c. Final Bill Payment

- i.** The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work and payment shall be processed within three months after the receiving of complete bill in all respect.
- ii.** For delayed works LD will be applicable as per relevant clause
- iii.** The Final Bill shall be accompanied by a "Certificate of Completion" and "Fitness Certificate of Building" from the Consultants".

d. GST Taxes & Duties

1. Bidder shall raise GST compliant Invoice on B.H.E.L. B.H.E.L GSTN details shall be provided to the bidder before Invoicing.
2. GST claimed on the bill will be paid to bidder only after the same is reflected in GSTR-2A of BHEL.
3. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on B.H.E.L for this project/ work.
4. Bidder to intimate immediately to B.H.E.L along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling B.H.E.L to meet its GST related compliances. Postal address and email ID shall be intimated later.
5. In case of delay in submission of the abovementioned documents on the date of dispatch, B.H.E.L may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
6. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
7. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
8. Bidder shall note that in case GST credit is delayed/ denied to B.H.E.L due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on B.H.E.L, as the case may be.
9. Bidder shall upload the Invoices raised on B.H.E.L in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by B.H.E.L is denied or reversed subsequently as per GST Law , GST amount paid by B.H.E.L towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on B.H.E.L.
10. **T**D S under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished
11. TDS under GST shall be deducted at applicable rates from the running bills.
12. Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by B.H.E.L on production of relevant supporting document to the satisfaction of B.H.E.L. However, bidder shall obtain prior approval from B.H.E.L before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to B.H.E.L against new taxes, if any, introduced at a later date.

7. RISK PURCHASE:

B.H.E.L reserves to itself the following rights in respect of this Contract without entitling the Bidder for any compensation.

- a. If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of B.H.E.L, whose decision shall be final and binding on the Bidder, B.H.E.L reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- b. To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- c. To recover additional cost incurred in execution of work along with BHEL overhead (i.e. @ 5% of executed value of such work) in case BHEL has decided to execute the work at risk & cost of the contractor. The work can be executed either directly by BHEL or through another agencies

8. OBSERVANCE OF LOCAL LAWS :

- a. The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law for smooth execution of the Contract.
- b. The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.
- c. The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed.
- d. The contractor shall give all notices required by said Act, Rules, Regulations and Bye laws etc., and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the B.H.E.L against such liabilities and shall defend all actions arising from such claims or liabilities.

9. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

- a. The contractor may provide, fix up and maintain in an approved position, proper office accommodation for the contractor's representative & staff at his own cost. Such offices shall be open at reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.
- b. All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.
- c. The contractor shall provide at his own cost all-artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.
- d. The contractor shall provide suitable temporary shed/enclosures for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.
- e. The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.
- f. Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water, must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the B.H.E.L against any breach of rules in respect of anti-material measures.

- g. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the B.H.E.L.
- h. **Protective Measures:** The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by B.H.E.L for such services. Contractor shall indemnify the B.H.E.L against any possible damage to the building, roads or members of the public in course of execution of the work.
- i. The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.
- j. **Storage of materials:** The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion. Sheds for storage of cement should have pucca floor raised above the ground.
- k. **Tools:** All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.
- l. Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the site Engineer.
- m. The “mistries” and the supervisor on the works shall carry with them necessary instruments like a steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to ensure that the work is being done according to the drawing and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.
- n. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.
- o. Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools & plant etc. by subcontractors for their work.

10. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

- a. The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give BHEL/ Consultants written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon.
- b. The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the B.H.E.L.
- c. The contractor shall indemnify the B.H.E.L against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the B.H.E.L saved harmless and indemnified in all respects from such actions, costs and expenses.

11. CLEARING SITE AND SETTING OUT WORKS

- a. The site shown on the plan shall be cleared of all or obstructions, grass, plants, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

- b. The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the B.H.E.L. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

12. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

- a. All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the place provided by him.
- b. The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the B.H.E.L for the purpose, until the building is handed over to the B.H.E.L. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the B.H.E.L and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

13. ACCESS

- a. Any authorized representative of the B.H.E.L shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the B.H.E.L or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the B.H.E.L no person shall be allowed at any time without the written permission of the B.H.E.L

14. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- a. All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by BHEL/ Consultants during the execution of the work, and to his entire satisfaction.
- b. Whenever required by the B.H.E.L / Consultant the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by BHEL/ Consultants at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) and test samples transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.
- c. All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to BHEL/ Consultants when so directed by the Engineer/ "Consultant" and written approval from BHEL/ Consultants must be obtained prior to placement of order.
- d. During the inclement weather the contractor shall suspend concreting and plastering for such time as BHEL/ Consultants may direct and shall protect from injury all work when in course of execution. Any damage during constructions, to any part of the work, for any reasons, due to rain, storm, or neglect of contractor, shall be rectified by the contractor, in an approved manner at no extra cost.

- e. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.
- f. The contractor shall cover up and protect from damage, from any cause, all end work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expenses.

15. REMOVAL OF IMPROPER WORK

- a. The "BHEL / Consultants" shall during the progress of the work have power to order in writing from in accordance with specifications of instruction, the substitution or proper re- time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the BHEL / Consultants are not execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the "BHEL/ Consultants" shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the B.H.E.L/ "Consultants" shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the "Consultants", shall relieve the contractor from BHEL

16. SITE ENGINEER

- a. The term 'Site Engineer' shall mean the person appointed and paid by the BHEL/ Consultants to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the B.H.E.L.
- b. The Site Engineer shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the B.H.E.L is obtained. The work will from time to time be examined by the "Consultants", Engineer from the Premises Department of the B.H.E.L and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the "Consultants"/B.H.E.L.

17. OFFICE ACCOMMODATION FOR THE SITE ENGINEER

- a. The contractor shall provide, erect, and maintain at his cost a separate simple watertight office accommodation for the Site Engineer. Contractor shall bear the cost of its office accommodation. BHEL is not liable to pay for this.

18. CONTRACTOR'S EMPLOYEES

- a. The contractor shall employ technically qualified staff as per special conditions of contract 27 and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the B.H.E.L/" Consultants". The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.
- b. Labourer who is below the age of **Eighteen** years and labourer who is non Indian National shall not be employed on the work.
- c. Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the "BHEL/ Consultant" or his representative shall be deemed to be a person employed by the contractor. The contractor shall comply with the provisions of all labour legislation including the requirements of:
 - The Payment of Wages Act

- Employer's Liability Act
 - Workmen's Compensation Act
 - Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
 - Apprentices Act 1981
 - Any other Act or enactment relating thereto and rules framed there under from time to time.
 - Indian Electricity Act (IE Act) and follow the rules.
- d. The contractor shall keep the B.H.E.L saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the B.H.E.L in connection with any claim that may be made by any workmen. Contractor shall obtain all inclusive labour insurance policies before commencement of construction work.
- e. The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the B.H.E.L regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.
- f. The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the "BHEL and Consultants" and also to the competent authority where such report is required by law

19. DISMISSAL OF WORKMAN

- a. The contractor shall on the request of the "BHEL / Consultants" immediately dismiss from works any person employed thereon by him, who may in the opinion of the B.H.E.L be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the B.H.E.L or any of their officer or employee.

20. ASSIGNMENT

- a. The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the B.H.E.L and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

21. DAMAGE TO PERSONS ETC

- a. The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any subcontractor or of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as claim made in respect of injury or damages under any acts of compensation or well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the B.H.E.L and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any damage consequent upon such claim. The contractor shall submit an indemnity bond in the approved proforma (enclosed under Appendix 6) in a stamp paper indemnifying B.H.E.L/ Consultants from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

- b. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- c. The contractor shall affect the insurance necessary and indemnify the B.H.E.L entirely from all responsibility in this respect. The insurance must be placed with a company approved by the B.H.E.L and must be effected jointly in the name of the contractor and the B.H.E.L and the policy lodged with the latter. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage.
- d. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.
- e. The B.H.E.L shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim for damages from any sums due or to become due to the contractor.

22. INSURANCE

a. Contractor All Risk Insurance Policy (CAR):

- i. The Contractor shall, at his own expense insure the works , effect and maintain till the completion of the contract a Contractors All Risks Policy for Insurance, with an insurance company approved by the B.H.E.L, for full amount of the contract .
- ii. The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties.
- iii. The CAR shall be held in the joint names of the B.H.E.L and the Contractor (the name of the former being placed first in the policy.) with B.H.E.L as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the B.H.E.L within 14(Fourteen days) days from the date of issuing the work order.
- iv. iv. that B.H.E.L and the Contractor are covered during the period of contract and are also covered during the Defect Liability period for loss or damage arising from a cause occurring prior to the expiry of Defect Liability period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Defect Liability Period hereof,
 - a) the Works and the temporary Works to the full value of such works executed from time to time and
 - b) the materials, constructional plant and other things brought on to the site by the Contractor to the full value of such materials, constructional plant and other things.
- v. The CAR policy shall be submitted to B.H.E.L prior commencement of the work along with the receipt for payment of the current premium

b. Third Party Insurance Policy:

- i. Before commencing the execution of the Works the Contractor shall insure in the joint names of B.H.E.L & the Contractor against any damage, loss or injury which may occur to any property or persons inter-alia including any property of B.H.E.L and any employee of B.H.E.L by or arising out of the execution of the Works or temporary Works or in carrying out of the Contract. Third party Insurance policy shall be for an amount of Rupees Ten lakhs (Rs10 lakhs) in any one incident and to be recouped after every incident till completion of the entire work.
- ii. The insurance policy shall be submitted to B.H.E.L prior commencement of the work along with the receipt for payment of the current premium.

c. WORKMEN COMPENSATION POLICY

- i. The Contractor shall indemnify and keep indemnified B.H.E.L against all damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any SubContractor and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and

- B.H.E.L shall be at liberty to deduct or adjust from the Contractor's bills any amount that B.H.E.L may be called upon to pay toward claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- ii. The insurance shall be valid for the contract period for all persons employed by the Contractor and the insurance policy shall be submitted to B.H.E.L prior commencement of the work along with the receipt for payment of the current premium.
 - d. The Contractor shall also indemnify the B.H.E.L against all claims which may be made upon the B.H.E.L, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with an Insurance Company approved by the B.H.E.L, a comprehensive policy of Insurance and deposit such policy or policies with the B.H.E.L from time to time during the currency of this contract.
 - e. The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
 - f. The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Consultants may deem fit, but shall, however, not be entitled to reimbursement by the B.H.E.L of any shortfall or deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.
 - g. Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the B.H.E.L such policies. The Contractor shall not permit a subContractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub contractor.

Remedy On Contractor's Failure to Insure:

If the Contractor shall fail to effect and keep in force the insurance referred to above the contract will be liable to be terminated and the Contractor will be responsible to B.H.E.L for the damage thereby incurred by him.

23. MEASUREMENTS

Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

24. Valuation of Deviation

1. If the rate for additional, altered or substituted work are specified in the contract for the work either in same section or in the other section of the BOQ of the same work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as specified in the contract for the work.
2. For items which are required for successful completion of work but not covered in BOQ:-

If items which are available in DSR 2021, then the valuation shall be done at DSR rate along with applicable % as per contract and same shall be binding to the bidder

EXTRA / ADDITIONAL ITEMS OF WORK

If any extra or additional items, which are not incorporated in the BOQ schedule/ DSR 2021, have to be executed by the contractor, the rate of such extra or additional work shall be as per the following.

- I. If the items are not covered under price schedule, the rates have to be agreed upon mainly on the basis of prevailing market rates for which all documentary evidences as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.
 - II. Under no circumstances the contractor shall suspend the work on the plea of non – settlement of rates falling under the clause or claim any compensation on that account.
 - III. BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.
 - IV. The contractor, on receipt of relevant drawing/documents from BHEL, shall inform BHEL (within 15 days) the rate / rates of item/ items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including prevailing market rates.
 - V. If the rate for additional, altered or substituted work is available in DSR 2021, then the rate shall be settled as per clause no. 24.2
3. Variation in quantity of work:- There may be variations in the individual item in the schedule during actual execution of the work. However, tendered unit rates shall remain firm up to a variation of $\pm 30\%$ of the total value of the contract irrespective of variations in the quantity of individual items.

25. Substitution

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the BHEL / Consultants in writing for any such substitution well in advance. Materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the BHEL / Consultants has to be obtained in writing.

26. Completion Of Work

- a. On completion of the work the contractor shall clean all windows, doors, fittings, fixtures etc of all paint/polish/distemper splashes/dirt/dust etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Consultants / BHEL in writing that he has completed the work and it is ready for inspection. On receipt of such written intimation from the contractor, the Consultants / B.H.E.L shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Consultants / B.H.E.L shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the B.H.E.L/ Consultants for further inspection.
- b. The work shall not be considered as complete until the BHEL / Consultants have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate.
- c. No such certificates shall be issued until the contractor clears away and removes from the site all constructional plant, surplus materials, rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the BHEL / Consultants.

27. Defects After Completion

- a. Defect liability period shall be one year from the date of issuance of letter by B.H.E.L after satisfactory completion of work. The contractor shall make good at his own cost and to the satisfaction of the B.H.E.L all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work.
- b. In case the contractor fails to attend the rectification work within 7 days of reporting the same in writing, B.H.E.L will have the liberty to carry out the said work through any other means at the cost & risk of the contractor. Such expenditure, shall be recovered from the Security Deposit or any other amount due to the Contractor. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- c. While carrying out the rectification work, contractor should ensure that the surroundings should be protected against any possible damage. In case of any damage, the same should be made good by the contractor at his cost.
- d. **For water proofing works, the guarantee period will be of 5 years.**

28. Concealed Work

- a. The contractor shall give due notice to BHEL / Consultants whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the B.H.E.L/ Consultants be either opened up for measurement at the contractor's expense or no payment may be made for such materials.
- b. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the BHEL / Consultants shall be accepted as correct and binding on the contractor.

29. **Idle Labour** : Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

30. **SITE REGISTERS**: The Contractor will be required to maintain the following registers at site of work and should produce the same for inspection of the BHEL / Consultants wherever desired by them.

- a. Type of Register to be maintained

sno	Register to be maintained
1	Daily Progress and Labor Report Register
2	Materials inward and consumption register
3	Steel Consumption/BBS Register
4	Site visit and instruction book
5	Hindrance Register.
6	Materials test including compressive cube strength Register
7	Joint Measurement Books.
8	Register for extra or variation in items
9	Correspondence Register

31. **Escalation** : The rate quoted in the tender shall be firm throughout the tenure of the contract (including extension of time, if any , granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc.

32. **Preparation Of Building Works For Occupation And Use On Completion:** On completion, the contractor will clean all windows and doors, including the cleaning with oil, if necessary hardware inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Consultant.
33. **Coordination with occupants of flats:** The above mentioned flats are fully occupied by officers of B.H.E.L. Hence contractor has to coordinate/plan with residents for smooth execution of work. The contractor has to provide necessary safety measures as also separate approaches for the thoroughfare of the occupants and visitors. The contractor has to clean the site on daily basis including arranging alternate pipelines for water supply and sewerage etc. Contractor has to make necessary arrangement to work in odd hours if required by the occupants and no extra payment will be made on account of this working in odd hours. Contractor has to assist the occupants for shifting household articles during execution of work. The contractor should take this aspect into account while quoting for the work. No extra payment shall be allowed towards coordination, delay's if any in the matter. No labour/Contractor's representative is allowed stay in the premises of the B.H.E.L. The contractor has to make his own necessary arrangements for accommodating them.
34. **Force Majeure:**
The following shall amount to force majeure conditions:-
- Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
 - If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to B.H.E.L within 7 days from the date of occurrence thereof.
 - The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against B.H.E.L in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of B.H.E.L as to whether the deliveries have been so resumed or not shall be final and conclusive.
 - Force Majeure conditions will apply on both sides.
35. **Prevention Of Corruption:**
- Canvassing in any form or any attempt to influence directly or indirectly any official of B.H.E.L will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
 - B.H.E.L shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with B.H.E.L or for showing or intending to show favour or disfavour to any person in relation to the contract with B.H.E.L, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with B.H.E.L.

36 **Settlement of disputes**

If any dispute arises between the Parties hereto during the subsistence of the order/contract or thereafter, arising out of or in connection with, the validity, interpretation, implementation or alleged breach of any provision of the order/contract, the Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 days, give a notice to this effect, to the other Party in writing or 30 days lapses.

Bidder/Contractor shall continue to perform the order/contract, pending settlement of dispute(s).

37. ARBITRATION (WITH SOLE ARBITRATOR):

37.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

37.2 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

37.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi (the place from which the contract is issued). The language of arbitration shall be English and the documents shall be submitted in English.

37.4 The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

37.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s), between Central Public Sector Enterprises (CPSEs) Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railway, Income Tax, Customs & Excise Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1) 2013-DPE(GM)FTS-1835 dated 22-05-2018.

38. Jurisdiction and Governing Laws

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

39. Requirements of Performance.

- a. All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- b. The contract as entered into between B.H.E.L and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- c. All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.
- d. Any information / documents like site survey reports, third party approvals given to B.H.E.L shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- e. The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.
- f. The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep BHEL fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by BHEL or any third party.

40. Indemnity:

The Bidder shall indemnify and keep indemnified B.H.E.L all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

41. Security Deposit

- a. **Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.**

This will be returned after defect liability period (12 month from completion of job), with deduction if any. In addition, as a guarantee for water proofing work (BOQ items 3,4,5,6), 5% of cost of waterproof work to be deposited. This will be returned after guarantee period of 5 years for water proofing.

- b. Security deposit may be made in any of the following ways:
 - i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of B.H.E.L.
 - ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from B.H.E.L on issue of LOI.
 - iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c B.H.E.L).
 - iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of B.H.E.L).

Note: B.H.E.L will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith

- c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- d. The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. C, D above will be subject to hypothecation or endorsement on the documents in favour of B.H.E.L. However, B.H.E.L will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after completion of defect liability period

42. Earnest Money Deposit:

The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms : Electronic Fund Transfer credited in B.H.E.L account (before tender opening) in Below bank account of B.H.E.L

Name : BHARAT HEAVY ELECTRICALS LTD

BANK : STATE BANK OF INDIA, CUFFE PARADE BRANCH

ACCOUNT NO : 10783155482

IFSC CODE : SBIN0005345

EMD of the Bidder will be forfeited if:

- a. After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to B.H.E.L.
- b. The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- c. If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- d. EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- e. EMD of successful bidder will be adjusted towards part of the security deposit.
- f. EMD of all unsuccessful bidders shall be returned normally after placement of LOI/Work Order on successful bidder.
- g. EMD shall not carry any interest.

In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs.2 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

43. Retention Money

- a. Retention money shall be deducted from progressive running bills @ 5% of the gross value of each running bills.
- b. No interest is allowed on retention money.
- c. Retention Money will be refunded after the completion of work satisfactorily.

44. Contractor To Provide Everything Necessary

- a. The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to BHEL/ Consultants whose decision shall be final and binding.
- b. The contractor shall provide himself for ground and fresh **water** as also **electricity** for carrying out of the works at his own cost. The B.H.E.L shall on no account be responsible for the expenses incurred by the

contractor for hired ground or fresh water and electricity obtained from elsewhere therein he shall immediately and in writing, refers the same to BHEL/ Consultants whose decision shall be final and binding. However, BHEL may consider to provide the water as also electricity, if available from the single source by levying suitable market charges. The contractor has to make necessary tapping arrangements besides installation of sub meters, where ever required.

- c. The offer quoted will be inclusive of everything necessary to complete the said work within the contemplation of the contract, and beyond which no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents
- d. The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of BHEL/ Consultants.
- e. The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless BHEL/consultant shall otherwise direct.
- f. The contractor shall at all times give access to workers employed by BHEL/Consultant or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by BHEL/Consultant as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

45. Time of completion:

- a. The entire work is to be completed in all respects within the stipulated period stated in the Appendix-1. The work shall deem to be commenced on seventh day from the date of acceptance letter. Time is the essence of the contract and shall be strictly observed by the contractor.

46. Extension of Time

- a. If in the opinion of the B.H.E.L/ B.H.E.L the works were delayed for reasons beyond control of the contractor, B.H.E.L may grant a fair and reasonable extension of time for completion of the contract works.
- b. Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 30 days of the happening of the event causing delay to the "Consultants"/ B.H.E.L. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.
- c. In such case, the B.H.E.L may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the B.H.E.L in writing, within one month of the date of such request. Non application by the contractor for extension of time within time schedule or happening of an event, which will require extension of time, will render the contractor non eligible for seeking extension of time at later date & this shall be binding to the contractor. While granting extension, the B.H.E.L shall notify the contractor the period of time which will not qualify for levy of liquidated damages.
- d. For the period in excess of original stipulated period and authorized extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the B.H.E.L, the provision of liquidated damages as stated under subsequent clauses hereof will become applicable
- e. However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

- f. Contractor should maintain Hindrance register.

Sl.No.	Nature of Hindrance	Item of work which could not be executed because of hindrance	Period of Hindrance	Remark
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47. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

If there is a discrepancy between words and figures, the amount in words shall prevail,

48. REVERSE AUCTION:

BHEL shall be resorting to Reverse Auction (RA)

- For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverseauction-2021>. (on www.bhel.com on "supplier registration page")
- Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- RA shall be conducted among the techno-commercially qualified bidders. Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA.
- RA will be conducted on the Total Price received in the price bid. The final price break up after the RA will be in proportion to the pre defined weightage as per Price Schedule.
- In case any bidder(s) do(es) not participate in online Reverse Auction, their price bid in e-procurement portal along with applicable loading, if any, shall be considered for ranking.

49. B.H.E.L FRAUD PREVENTION POLICY:

- Bidder along with its associate/ collaborators/ sub-Bidders/ sub vendors/ consultants/ service providers shall strictly adhere to B.H.E.L fraud prevention policy displayed on B.H.E.L web site <http://www.B.H.E.L.com> and shall immediately bring to the notice of B.H.E.L Management about any fraud or suspected fraud as soon as it comes to their notice.

50. CANCELLATION OF THE CONTRACT:

- If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract B.H.E.L may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.
- B.H.E.L reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice. B.H.E.L shall have the right to forfeit the security deposit for poor performance of Bidder leading to cancellation of contract.

51. Integrity commitment, performance of the contract and punitive action thereof:

Commitment by B.H.E.L:

- B.H.E.L commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. B.H.E.L will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. Commitment by Bidder/ Supplier/ contractor:
- The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- iii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ B.H.E.L.
- iv. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to B.H.E.L.
- v. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on www. B.H.E.L.com and/or under applicable legal provisions”.

52. License/ Permission/ Registration:

- a. Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or B.H.E.L. as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, material/ equipments / vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against B.H.E.L by Bidder shall be entertained by B.H.E.L for any breach of the provisions/Acts or laws by the Bidder.
- b. It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling material /equipment. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- c. The Bidder shall indemnify B.H.E.L against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- d. No unauthorized person should be allowed to work. All operators should have valid license and should be proficient in their work.
- e. Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The B.H.E.L may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement.
- f. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any controlled materials in due time on this account or according to his own requirements.
- g. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the B.H.E.L. The costs of storing, transporting, etc., of all materials are to be included by the tenderer in his quoted rates.
- h. BHEL/ Consultants shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the contractor.

53. Time Limit For Submission Of Bills

- a. The Bidder shall make a claim for the services rendered under this contract to B.H.E.L within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- b. No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by B.H.E.L. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- c. However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

54. Progress Reporting / Progress Of Work

- a. During the period of construction the contractor shall maintain proportionate progress on the basis of a Programmed Chart submitted by the contractor immediately before commencement of work and agreed to by BHEL/ Consultants. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of the project
- b. The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- c. Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- d. Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- e. During execution Bidder shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- f. Successful bidder has to provide for electronic/ computerized storing and reproduction/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to B.H.E.L on monthly basis.
- g. The contractor shall furnish all particulars, for compiling the progress report in the form provided by the Consultant, to the Owner of works. Pre-inspection reports, formats asked by Consultants shall be duly filled by contractor and submitted to Consultant's office for approval prior to their inspection/ site visit.

55. Pre- Bid Meeting

- a. A Pre-bid meeting to provide clarification to the bidders will be held at venue on date and time specified in the General Information page of the tender document. The bidders are required to furnish in writing their queries (both technical and commercial) three days before the stipulated date of pre bid meeting. A duly signed soft copy of queries be sent as per the format in Annexure 3 by email. Queries/clarification/ information sought in any other manner shall not be responded to. The response to tender Queries/clarification/ information will be sent to all bidders. Any modification of the bidding document, which may become necessary as a result of pre-bid meeting, will be sent to all bidders. During the pre-bid meeting, the bidder along with associates shall take part in the discussions to ensure that all tender requirements are clearly understood by all stakeholders.

56. Confidentiality, Use Of Contract Documents And Information

- a. Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
- b. Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- c. Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

57. Liquidated Damages

- a. Time is the essence of the contract. The completion of the building is essential to comply with various requirements of the B.H.E.L. If the contractor fails to complete the works within the time for completion stated in the Appendix/ elsewhere or within any extended time, liquidated damages shall be levied **at the rate of 1% (one percent) of the contract value per week or part thereof , delay subject to a limit of 10% (ten percent) of the contract value.** For this purpose the terms contract value shall be value at the contract rates of the work as ordered/ accepted.
- b. The B.H.E.L shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the 'B.H.E.L anywhere in India/ outside India.

58. QUANTITY OF WORK TO BE EXECUTED

- a. The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work indicated in the drawings but the B.H.E.L reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof.

59. Other Persons Engaged By BHEL

- a. The B.H.E.L reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

60. Final Completion Certificate: The contractor shall ensure successful completion of the work covered under the tender to the satisfaction of B.H.E.L, subject to,

- a) Clearing the site by removing scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment & machinery.
- b) Demolishing, dismantling and removing all Contractor's site offices and other temporary structures and constructions and other items and things whatsoever brought upon or erected at the site.
- c) Removing all rubbish, debris etc. from the site.

This issuance of a Completion Certificate shall be without prejudice to the B.H.E.L s rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of

any right or claim of B.H.E.L against the Contractor in respect of work or the works at the site and in respect of which the Final Completion Certificate has been issued.

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Section VI

SAFETY CODE

Safety code and Model rules for the protection of health, sanitary arrangements for workers employed

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with sanitary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do no sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above
- iv) Every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1.00m. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Excavation & Trenching

- ix) All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing.
- x) The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- xi) The contractor shall take all measures on site of the work to protect the public from accidents and shall be bound to bear the expenses of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the precautions and to pay any such persons or which may with the consent of contractor, be paid to compromise any claim by any such person.

Demolition

- xii) Before any demolition work is commenced & also during the process of the work.
 - a. All roads open areas adjacent to the work site shall either be closed or protected.
 - b. No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.

Personal Safety Equipment's

- xiii) All necessary personal safety equipment like helmets, safety belts etc as considered adequate by the Consultant should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles. Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eyesight lids. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public

The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work. When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use

and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

xiv) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions.

1. (a) These shall be of good mechanical constructions, sound materials and adequate strength and free from patent defect and shall be kept in good working condition with necessary preventive maintenance

(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

2. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

3. In case of department machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

a) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduced to minimum of risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided near the place of work.

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

Notwithstanding the above clause from (i) to (xv), there is nothing in these to attempt the contractor from the operation of any other Act or Rule in force in the Republic of India

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SECTION-VII**TECHNO-COMMERCIAL BID (Ref. No.RE/MUM/HRD/HR-2201 dt 26.-09.2022)**

Techno commerical bid for tender for selection of agency for structural repairs, waterproofing, and other work (as mentioned in structural audit reports) in B.H.E.L staff quarter buildings in DN Nagar and Tilak Nagar Mumbai (location 1 and 2)

Location 1: 4, Sangeetkar N Dutta Marg, D.N.Nagar, Andheri(W), Mumbai, 400053 Number of building: One
Location 2: Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, 400089 Number of building: 3 (Building no 138, 139, 140)

Sr. No	Description	Remarks
1.	Earnest Money Deposit: Earnest Money Details (To be provided for the amount as mentioned in the NIT)	(Details of the EMD through DD/EFT to be provided here)
2.	Bidder must have an average annual Financial turnover i.e (Income from Operations) not less than INR 63.24 Lakhs for the last 3 years. CA certificate or balance sheet/annual report Financial Annual Statement for last 3 years duly certified by CA to be enclosed	Enclosed
3.	Self-certified Copy of PAN and GST Registration certificate.	Enclosed
4	Bidder must submit experience of having successfully executed "Structural/Civil repairs work of residential building in the last 7 years (ending last day of month previous to the one in which the tender is floated) Bidder must submit work order/certificate from client and/or other document proving its experience. Three contract of value not less than INR 84.32 Lakhs each or Two contract of value not less than INR 105.4 Lakhs each or One contract of value not less than INR 168.64 Lakhs	relevant certificate/documents from customer is enclosed
5	The Bidder should NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	Self certificate enclosed
6.	The Contractor should have their Owned / Rent / Shop Establishment / set-up in MMR (Mumbai Metropolitan Region).	Proof enclosed
7.	Must have at least one structural/Civil engineer having experience of 5 years	Self certificate enclosed
8.	Tool and Plant (T & P): Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, and adequate in capacity and size. Bidder has to submit list of T&Ps/equipment to be deployed for complete job .	Agreed and Attached separately in bid

9.	NIT Tender Documents: Entire NIT tender document & amendments if any , along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page should be submitted during techno-commercial bid	Enclosed														
10.	Compliance Letter: duly signed and stamped on letter head as per NIT	Enclosed														
11.	Integrity Pact (IP) (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table border="1"><tr><td>S l</td><td>IEM</td><td>Email</td></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are provided below: Details of contact person(s): <table><tr><td>(1) Name: Mr. Anil Mandal Deptt: HR Address: WTC, BHEL, ROD Mumbai Phone: 022- 22171223/222/242, 9702204310 Email: anil.mandal@bhel.in Fax: _____</td><td>(2) Name:Mr. Sarin Sondawale Deptt: HR Address: WTC, BHEL, ROD Mumbai Phone: 022- 22171223/222/242, 99997 Email: sarin@bhel.in Fax: _____</td></tr></table>	S l	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	(1) Name: Mr. Anil Mandal Deptt: HR Address: WTC, BHEL, ROD Mumbai Phone: 022- 22171223/222/242, 9702204310 Email: anil.mandal@bhel.in Fax: _____	(2) Name:Mr. Sarin Sondawale Deptt: HR Address: WTC, BHEL, ROD Mumbai Phone: 022- 22171223/222/242, 99997 Email: sarin@bhel.in Fax: _____	Enclosed
S l	IEM	Email														
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in														
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in														
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in														
(1) Name: Mr. Anil Mandal Deptt: HR Address: WTC, BHEL, ROD Mumbai Phone: 022- 22171223/222/242, 9702204310 Email: anil.mandal@bhel.in Fax: _____	(2) Name:Mr. Sarin Sondawale Deptt: HR Address: WTC, BHEL, ROD Mumbai Phone: 022- 22171223/222/242, 99997 Email: sarin@bhel.in Fax: _____															
12.	Authority Letter : An authority letter indicating that the person signing the agreement is the duly authorized by the company/firm	Enclosed														

13.	PAYMENT TERMS: As Specified in NIT	Agreed
14.	INDEMNITY: Bidder shall keep B.H.E.L indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
15.	ARBITRATION: As Specified in NIT	Agreed
16.	FORCE MAJEURE: As specified in NIT	Agreed
17.	VALIDITY: The contract shall remain valid till the defect liability period (12 month after completion of work)	Agreed
18.	CANCELLATION OF THE CONTRACT: As specified in NIT	Agreed
19.	TAXES: as specified in NIT	Agreed
20.	GOVT.RULES & REGULATIONS: BIDDER to abide by all the rules and regulations of Local/State/Central Government	Agreed
21.	The quantity/packages indicated is based on the preliminary estimates and may undergo change.	Agreed
22.	RISK PURCHASE: as specified in NIT	Agreed
23.	Reverse Auction: as specified in NIT	Agreed

Seal of the Company
& Date

Signature & Contractor

-----XXXXXXXXXXXXXXXXXX-----

Price Bid (Ref. No.RE/MUM/HRD/HR-2201 dt. 26.09.2022)

Price bid for tender for **selection of agency for structural repairs, waterproofing, and other work (as mentioned in structural audit reports) in B.H.E.L staff quarter buildings in DN Nagar and Tilak Nagar Mumbai (location 1 and 2)**

Location 1: 4, Sangeetkar N Dutta Marg, D.N.Nagar, Andheri(W), Mumbai, 400053 Number of building: One

Location 2: Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, 400089 Number of building: 3 (Building no 138, 139, 140)

MAJOR STRUCTURAL AND CIVIL REPAIRING, WATERPROOFING, PLUMBING, PLASTER & PAINTING AND RELATED WORK AT B.H.E.L STAFF QUARTER BUILDINGS AT TILAK NAGAR AND D. N. NAGAR MUMBAI

MCGM BILL OF QUANTITIES (Civil Works)

<u>Proposed Repairs, Rehabilitation of BHEL buildings at TILAK NAGAR BUILDING NO. 138, 139, 140. AND D. N. NAGAR BUILDING</u>								
<u>MCGM BILL OF QUANTITIES (Civil Works)</u>								
Sr. No.	MCG M Item Ref	Description	Unit	TILAK NAGAR QUANTITIES	D. N. NAGAR QUANTITIES	Total QUANTITIES	Rate Rs/unit	AMOUNT in Rs.
1		Removing & Refixing On As Is Basis	SQ. MT.	400	350	750	430	3,22,500
	CONSULTANT ITEM	M.S. GRILLS: - The existing M.S. Grills, collapsible gates / Weather Shed of the flat should be removed, so as to cause minimum damage to the same. The removed grills should be stacked properly with due care, and should be re-fixed, with whatever necessary modifications after the entire work is over. The nails, cutting, welding, joints filling etc. complete.						
2		PROVIDING PROTECTION TO WINDOWS						

	CONS ULTA NT ITEM	The existing Aluminum / Wooden windows of all the flats should be covered carefully with minimum 4mm thick ply wood, so as to cause minimum damages to the windows. The plywood should be fixed properly with due care and should be fixed in such a fashion that the windows can be opened with ease. In case where the window is already damaged before fixing, the contractor should bring it to the notice of the concerned flat owner, but in case the contractor's men damage the windows then he will have to repair the same at his cost.	SQ. MT.	275	200	475	150	71,250
3	R2-CS-WP-23	TERRACE TOP WATERPROOFING						
3A		Waterproofing the terrace slabs with average 100 mm thick, brick bats laid in cement mortar bed 1:4 filled with mortar 1:4 of total thickness 100 mm, laid to slope (1:100) with vata 15 cm, at the junction of walls and IPS flooring (1:2:3) 40 mm thick with admixture, of approved water oofing compound, as per anufacturers specification laid after grouting the slab, finishing curing etc. complete as directed and specified. (Horizontal measurement clear between walls will be	SQ. MT.	395	236	631	992	6,25,952

		paid for).						
3B	R2-CS-DD-65	Chipping /removing loose concrete upto reinforcement bars, without damaging the reinforcement, removing all the loose materials and to make all the exposed surfaces free from oil, dust and all impurities etc complete. Carting and disposal fo debris. Terrace breaking, carting way the debris with max 1 truck load.	SQ. MT.	395	236	631	147	92,757
4	CONS ULTA NT ITEM	Providing pressure grout machine, grout cement slurry in terrace slab in ratio 1 :1 (cement & water) with adding 10% waterproof chemical including PVC nipples, drilling in IPS up to slab level, fixing the nipple & sealing the nipple area and grout on 2 kg pressure.	NOS.	150	100	250	200	50,000
5	R2-CS-WP-44	O.H. TANK, OH STAIRCASE, PUMP ROOM TOP WATERPROOFING-CONVENTIONAL METHOD						
5A		Water proofing treatment to the OH Tank, OH Staircase, pump room top after removing old plaster and roughening the surface and finishing the top surface with 20mm thk. 1:2 c.s. plaster with approved water proofing compounds and neat cement finish, the	SQ. MT.	149	66	215	1,841	3,95,815

		rate also includes for 1:3 c.s. facia of OH Tank, OH Staircase, pump room top to match the new surface(actual area treated will be paid).						
5B	R2-CS-DD-65	Chipping /removing loose concrete upto reinforcement bars, without damaging the reinforcement, removing all the loose materials and to make all the exposed surfaces free from oil, dust and all impurities etc complete. Carting and disposal fo debris	SQ. MT.	1,000	238	1,238	147	1,81,986
6	R2-CS-WP-34	OHWT WP at Tilak Nagar and OHWT+UGWT WP at DN Nagar						
6A		Providing water proofing treatment to existing RCC overhead tank (Tilak Nagar, DN Nagar), underground Tank (DN Nagar). The treatment shall be done by giving INJECTIONS wherever necessary with waterproofing compound and cement solution as per tenderer"s specifications into the floor & walls upto the full height of tructures. All inherent holes, cavities, voids & honeycomb shall be filled up to make the structure consistent,	SQ. MT.	234	145	379	1,343	5,08,997

		homogenous resistant to water breakages, seepage, dampness and moisture etc. The floor shall then be treated with waterproofing metal coba of 30 mm to 35 mm thick in 1:4 C.S. mortar and walls with first coat of waterproofing plaster as per tenderer's specifications. Finally both floor and walls shall be finished smooth with jointless waterproofing plaster 1:3 C.S. 12 mm to 15 mm thick with water proofing materials as per tenderer's specifications in cement or finished rough to receive tile pavement or dado. The thickness of the treatment shall not be less than 50 mm to 60 mm for floors and 25 mm for walls. (The actual area of the treatment will be paid).						
7.0 0	R2-CS-WP-35	Extra over the rate for item No.CS-WP-34 for removing the old plaster and floor finishing completely so as to expose the original surface to receive the treatment including carting away debris etc. complete. For OHWT at tilak nagar and OHWT and UGWT at DN Nagar	SQ. MT.	234	145	379	118	44,722

7A	R2-CS-WP-36	Extra rate for removing brick bat coba more than (4") 100 mm thick including carting away the same and from the actual place of work to any other site and making the site clear as directed. The debris will become contractor's property	Cum	8	7	15	1,209	18,135
8		POLYMER						
8A	R2-CS-CW-57	Providing and applying Ready Mix Polymer modified cement mortar of average thickness 30mm using Polymer in two layers in proportion 1:5:15 of Polymer Cement Quartz Sand as manufacturer's specifications in specific layers, curing the surface after 72 hours of application with wet gunny bags etc and by finishing the surface with 12mm thick (1:3) Cement sand plaster.	SQ. MT.	1,022	418	1,440	5,281	76,04,640
9	R2-CS-CW-55	NON POLYMER						
		Removing corrosion of steel reinforcement by mechanical means like wire brushing, chipping to remove loose rust and then applying rust removal solution by using brush application, leaving the surface for at least 15 to 30 minutes, then removing loose materials by scrubbing or with brush and applying polymer bond to the old	SQ. MT.	186	232	418	33	13,794

		concrete surface before applying Polymer mortar.						
10	CONS ULTA NT ITEM	PROVIDING & SUPPORT M.S. PROPS	NOS.	300	200	500	150	75,000
		Providing adjustable M.S. props to support structural members, Load bearing capacity of the props must be 1 tone of each props, removing same after work completion as suggested by Engineer.						
11	R2-CS- CW-35	PROVDING STEEL REINFORCEMENT						
		Providing and fixing in position steel bars reinforcement of various diameters for R.C.C. pile, pile caps, footings, raft, retaining wall, shear wall, lift wall, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and bar bending schedules, including straightening, cutting, bending, hooking the bars, binding with wires or tack welding, supporting as required etc. all complete at all levels.						
11 A	R2-CS- CW- 35-b	HYSD steel bars (Fe 415)	MT	1	1	2	73,27 9	1,61,214

12	R2-CS-CW-45	MICRO CONCRETE						
		Providing Ready mix Micro Concrete jacketing to walls or beams of thickness upto 75 mm using Polymer modified cement premixed quartz sand aggregate packed in bags of standard manufacture, for high early strength of 40 N /mm sq.cm of approved brand. The dry product is to be mixed with 12.5% water by weight, along with washed and poured into rigid form work moulds & tamped properly, & cured for 3 days. [Payment is to be made by weight premixed of micro concrete product consumed as per site register records. No extra payment shall be made for shuttering or any other material.	KG	8,000	2,500	10,500	40	4,20,000
13		NEW PARAPAT WALL COLUMN AT TILAK NAGAR AND MAJOR REPAIR COLUMN AT D. N. NAGAR						
	R2-CS-CW-44	Jacketting the existing column of size as shown in the drawing by removing the concrete cover to reinforcement, by chipping or other suitable means to expose the reinforcement of existing column in order to make available the same for binding the	Cum	10	10	20	15,76 2	3,15,240

		extra reinforcement as shown in the drawing and also removal of rust, scales of the reinforcement in order to provide and apply approved make of epoxy resin to get proper bond with newly laid M25 grade concrete. The aforesaid concrete shall be laid by the sides of the existing column with uniform thickness of 115 mm or as specified, for jacketing purposes thereby increasing the sectional dimensions by 150 mm or as specified (excluding finishing) at any height with requisite shuttering, centring, scaffolding, propping, repairing the existing surface as specified and also removal of debris, curing etc. complete as per design and drawing etc. directed. (NOTE :- Reinforcement will be paid separately under respective item of schedule).						
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14	R2-CS-WP-49	CHAJJA WATERPROOFING including breaking and carting away debris : - Providing & Making Waterproofing Treatment to the Chajja by finishing top surface with 20 mm thick 12 C.M. plaster with addition of approved water proofing compound as per manufacturers specifications and neat cement finish, including drip moulding at edge ,at bottom of chajja & cement vatta above chajja along the junction with wall etc complete. as per FMB item No. 5.22 but for new surfaces & as directed by theEngineer-In-Charge.	SQM	53	138	191	503	96,073
15	R2-CS-RM-100	OVERHEAD TANK : - Drilling with core cutting machine in RCC slabs, walls etc.wherever required in buildings, manholes,ducts, water tanks, pits etc. for laying pipes,sleeves and making good the same to give an even finish . The rate shall include the cost of drilling core, providing EPOXY based water proofing compound for sealing the joints around the pipes, nominal reinforcement wherever required,scaffolding and labour charges for working at all levels ,leads and heights .						

		(Maximum thickness of RCC members shall be 300mm) and as directed by Engineer-In-Charge.						
	R2-CS-RM-103	d) Above 75mm to 100mm dia	Each	12	2	14	461	6,454
16	R2-CS-PL-37	GAP FILLING BETWEEN RCC MEMBERS & BRICKWORK						
		Providing raised and cut pointing to block/brick masonry work at all heights and locations in cement mortar 1:2, including raking of joints upto the depth of 15mm, finishing, curing, cleaning the surface etc. complete as directed by Engineer In Charge.	SQ. MT.	558	232	790	296	2,33,840
17	R2-CS-PL-07	LEVELING DASH COAT OF PLASTER						
		Providing and applying 12 mm thick internal plaster with neeru finish by using ready-mix mortar as per manufacturers recommendations at all heights and locations for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, finishing, curing, scaffolding etc. complete.	SQ. MT.	743	232	975	473	4,61,175
18		EXTERNAL TOTAL REPLASERING						

18 A	R2-CS- PL-22	Providing and applying 25 mm thick (average) external sandfaced cement rough cast plaster upto 10m from ground level and at all locations in cement mortar 1:4 in two coats for masonry (except stone masonry) and concrete surfaces including, providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, providing bands, drip moulds, grooves etc. finishing, curing, DOUBLE SCAFFOLDING, Hesain Cloth etc complete as directed By Engineer In Charge.	SQ. MT.	4,183	1,300	5,483	723	39,64,209
18 B	R2-CS- DD-65	Removing cement plaster of any finish from the wall, complete with racking out the joints to a depth of 20 mm. it includes breaking and carting out and disposal of debris.	SQ. MT.	4,183	1,300	5,483	147	8,06,001
19		INTERNAL STAIRCASE TOTAL REPLASTER						

	R2-CS-PL-09	Providing and applying 20 mm thick internal plaster with neeru finish at all heights and locations in cement mortar specified below in two coats for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, watering, finishing, curing, scaffolding, Carting out and disposal of debris etc complete as directed By Engineer In Charge.		INTERNAL TOTAL PLASTER OF STAIRCASE	INTERNAL PATCH PLASTER OF STAIRCASE			
19 A	R2-CS-PL-09-a	In cement mortar 1:2	SQ. MT.	581	200	781	559	436,579
19 B	R2-CS-DD-65	Removing cement plaster of any finish from the wall, complete with racking out the joints to a depth of 20 mm. it includes breaking and carting out and disposal of debris	SQ. MT.	581	200	781	147	114,807
20	R2-CS-RM-76	TEMPORARY PLUMBING LINE						
		Refixing C.I. and UPVC vent , soil, waste and rain water pipe of any size including cleaning and making good masonry of walls cornices etc. before fixing including fitting such as W.I. clamps, accessories of approved make with scaffolding etc. complete.	RMT	457	165	622	152	94,544
21		REPLACEMENT OF DRAIN PIPES						
21	R2-CS-	4" RAIN WATER PIPE						

A	PS-192							
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	183	61	244	478	1,16,632
21 B	R2-CS- PS-193	4" WC PIPE/ SY						
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made	RMT	183	68	251	478	1,19,978

		for fittings and accessories).						
21 C	R2-CS- PS-36	PROVIDING & FIXING NEW CLAMPS						
		Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10x10x10cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) including cost of cutting holes and making good the walls etc.						
	R2-CS- PS-36- a	For 100 mm dia. Pipe	NOS.	60	42	102	213	21,726
21 D	R2-CS- PS-191	3" BATH SY						
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 75 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	183	68	251	314	78,814

21 E	R2-CS- PS-191	3" KITCHEN DY						
		Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 75 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	RMT	92	31	123	314	38,622
21 F	R2-CS- PS-36	PROVIDING & FXING NEW CLAMPS						
		Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10x10x10cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) including cost of cutting holes and making good the walls etc.						
21 F	R2-CS- PS-36- b	For 75 mm dia. Pipe	NOS.	27	32	59	209	12,331
22. 00	CONS ULTA	2" Gas lines	RMT	147	16	163	295	48,118

	NT ITEM							
		Removing the Existing Drainage pipe lines & fittings including making holes in walls & replacing the same with new PVC Pipes & Fittings with spacers including clamping making good the holes, patchwork plastering of the same, testing as directed by the Consultant.						
23.00	CONS ULTA NT ITEM	2" AC DRAIN PIPES	RMT	92	30	122	295	36,014
		Removing the Existing Drainage pipe lines & fittings including making holes in walls & replacing the same with new PVC Pipes & Fittings with spacers including clamping making good the holes, patchwork plastering of the same, testing as directed by the Consultant.						
24		NEW uPVC line						
24	R2-CS- PS-84	WATER PIPES : - Providing and fixing 3 layer PP-R (Poly propylene Random copolymer) pipes, U V stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, including trenching, refilling &						

		testing of joints complete as per direction of Engineer in Charge. It includes removal of old GI / Metal pipes and fittings. Note: All the scrap metals/GL/MS grill/Steel etc will be the property of BHEL. The contractor should hand over the same to BHEL officer.						
24 A	R2-CS- PS-84- a	PN - 16 Pipe, 16 mm OD (SDR - 7.4)	RMT	110	125	235	176	41,360
24 B	R2-CS- PS-84- b	PN - 16 Pipe, 20 mm OD (SDR - 7.4)	RMT	73	22	95	199	18,905
24 C	R2-CS- PS-84- c	PN - 16 Pipe, 25 mm OD (SDR - 7.4)	RMT	82	49	131	257	33,667
24 D	R2-CS- PS-84- d	PN - 16 Pipe, 32 mm OD (SDR - 7.4)	RMT	100	5	105	350	36,750
24 E	R2-CS- PS-84- e	PN - 16 Pipe, 40 mm OD (SDR - 7.4)	RMT	229	61	290	495	1,43,550
25	CONS ULTA NT ITEM	REPLACEMENT OF CONNECTOR PIECES	NOS.	198	60	258	300	77,400
25		Replacing the existing Connector pieces (Horizontal Joint Piece) between the vertical downtake lines & the internal plumbing including making necessary holes, putting new uPVC pipes.						
26	R2-CS- PS-95- a	25 mm nominal bore	NOS.	18	18	36	578	20,808
27	R2-CS-	40 mm nominal bore each	NOS.					

	PS-95-c	1221		12	6	18	1,221	21,978
28	R2-CS-PS-95-d	50 mm nominal bore	NOS.	3	3	6	2,021	12,126
29	R2-CS-PS-222	75 mm C.I nahani trap with grating with 75 mm C.I. bend with cleaning caps fixed complete	NOS.	60	20	80	2,649	2,11,920
30	R2-CS-PS-259	Providing & Fixing 100mm diameter Nahani trap Jali in steel finish with necessary fixing required to make the item well functional.	NOS.	120	40	160	356	56,960
31	R2-CS-RW-25	NEW ACRYLIC SHEETS STAIR CASE						
		Providing & fixing UV stabilised fiberglass reinforced plastic sheet roofing up to any pitch, including fixing with polymer coated 'J' or 'L' hooks, bolts & nuts 8mm dia. G.I plain/bitumen washers complete but excluding the cost of purlins, rafters, trusses etc. The sheets shall be manufactured out of 2400 TEX panel rovigs incorporating minimum 0.3% ultra-violet stabiliser in resin system under approximately 2400 psi and hot cured. They shall be of uniform pigmentation and thickness without air pockets and shall conform to IS 10192 and IS 12866. The sheets shall be opaque or translucent, clear or pigmented, textured or smooth as	SQ. MT.	36	16	52	786	40,872

		specified. (1.50 mm thick coloured F.R.P. corrugated sheet)						
32	CONS ULTA NT ITEM	Crack filling with Polymeric Based Filler	KGS.	200	200	400	200	80,000
		Open up all the visible cracks in the plaster, in a V groove fashion using an electric cutter machine. Fill up these cracks with a paste of Polymeric Based Crackfiller Material (Crackfill of Sunanda Make). These cracks may be filled with ready mix crack filling compound made by Approved Make. Finish the same so as to try to ensure that the filled crack matches the level of the plaster as best as possible.						
33	R2-CS- CW-6	RCC GRILLS IN STAIRCASE AREAS : - Providing precast cement concrete Jali of Nominal Mix 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6mm nominal size) reinforced with 1.6 mm dia mild steel wire including centering and shuttering, roughening cleaning, fixing and finishing in cement mortar 1:3 (1 cement: 3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits.						
	R2-CS- CW-6-	25 mm thick	Sqm	53	35	88	1,148	1,01,024

	d							
34	CONS ULTA NT ITEM	RECASTING OF DAMAGED CHAJJA Remove all the loose and damaged concrete. Clean all the exposed reinforcement steel using rusticide. Provide additional steel wherever directed, by drilling 5" deep holes and grouting the same using Cement + Polymer paste. Coat the cleaned old steel & the new steel also using a coating of Cement : Polymer slurry. Provide necessary formwork, so as to cast a chajja of minimum 3" thick, using cementitious mortar in the proportion of C:S:M :: 1:1.5:3. De-mould the formwork and carry out proper curing of the built up member by keeping the same continuously moist with the help of a wet cloth.	SQ. MT.	14	10	24	2,582	61,968
35	R2-CS- PN-12	ELASTOMERIC PAINT						
		Providing and applying first single coat of approved Basecoat and two coats of anti-algal, anti-fungal, exterior Elastomeric paint as specified below of an approved make and colour as per manufacturers specifications to any surface, upto 10m height from ground level and at all locations as directed						

		including preparing surfaces for painting by any approved means, scaffolding, cleaning and curing etc. complete as directed by Engineer-in-charge.						
	R2-CS-PN-12-b	By using acrylic based Elastomeric exterior paint	SQ. MT.	4,183	2,603	6,786	188	12,75,768
36	R2-CS-PN-4	M.S. GRILL ENAMAL PAINT						
		Providing and applying first single coat of approved primer and two coats of synthetic enamel paint/flat oil paint of an approved make and colour as per manufacturers specifications to surfaces specified below, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting by any approved means etc. complete as directed by Engineer-in-charge.						
	R2-CS-PN-4-c	For steelwork	SQ. MT.	697	1,236	1,933	139	2,68,687
37	R2-CS-PN-3	STAIRCASE OBD PAINT / INTERNAL CLINIC						
		Providing and applying first single coat of approved primer and two coats of acrylic distemper (oil bound distemper) of an approved make and colour as per manufacturers specifications to any surface, at all height and	SQ. MT.	1,453	893	2,346	98	2,29,908

		locations as directed including scaffolding, cleaning and preparing surfaces for painting with broom by any approved means, etc. complete as directed by Engineer-in-charge.						
38	R2-CS-SS-06-e	Providing & fixing of Anchor Fastner						
		Providing and fixing the Mechanical Anchor Fasteners as specified below of Hilti Make or equivalent confirming to IS 1367 (Part 3) at required locations and level including drilling the hole, cleaning and anchoring the bolt as per manufacturers specifications etc. complete as directed by Engineer In Charge (M2O)	NOS	300	100	400	124	49,600
39	R2-CS-MW-33	AAC blocks Masonry (SIPOREX) in Passage Area						
		Providing and laying autoclaved aerated (cellular) cement blocksmasonry with more than 100 mm thick AAC blocks in cement mortar 1:4 (1 cement : 4 coarse sand) including RCC stiffeners. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, racking of joints, scaffolding and curing,etc. completed as	CUM	57		57	6,911	3,93,927

		directed by Engineer-in-Charge.						
40	R2-CS-PL-22	PLASTER WORK ON THR NEWLY CONSTRUCTED SIPOREX WALL IN THE PASSAGE AREA						
		Providing and applying 25 mm thick (average) external sandfaced cement rough cast plaster upto 10m from ground level and at all locations in cement mortar 1:4 in two coats for masonry (except stone masonry) and concrete surfaces including, providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, providing bands, drip moulds, grooves etc. finishing, curing, scaffolding etc complete as directed By Engineer In Charge.	SQ. MT.	432		432	723	3,12,336
		GRAND TOTAL						210,77,433

		GRAND TOTAL in Rs.	210,77,433
		Price offered in figure	----% above par Or ____ % below par Or At par
		Price offered In words:	Sign and Stamp

Bidder shall quote price in term of percentage (%) of estimated project cost only in prescribed format of Price Bid.

- a. Estimate price is Rs. 210.8 lakhs, lets say E.
- b. If bidder quotes say X% above par, then final price will be calculated = $E \times (1 + X\%)$
- c. If bidder quotes say X% at par, then final price will be calculated = $E \times (1 + 0\%)$
- d. If bidder quotes say X% below par, then final price will be calculated = $E \times (1 - X\%)$
- e. The X% price offered by bidder will be applied uniformly through out the BOQ items All breakup schedule amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages.
- f. Party who has quoted lowest price in RA will be called for further process including negotiation if any and award of work.
- g. The order will be finalized on one party only.
- h. RA will be conducted.
- i. GST will be payable extra as per actuals
- j. The rate quoted by bidder shall be firm till completion of entire as per tender document.
- k. Bidder shall quote price in term of percentage (%) of estimate project cost only. All break-up schedule amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages. Price bid quoted above shall be considered for evaluation & awarding.
- l. Payment shall be made for the actual amount of work executed for scope of work.
- m. Any item as per scope of work, if not included in the price bid and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
- n. Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.

We have quoted price bid is the prescribed format .

Sign and Name of Representative of Agency:

Date:

Stamp and Designation:

Mobile/phone number:

Name and Address of the Agency:

Letter of compliance (Company's Letter Head)

Date:

To,

M/s Bharat Heavy Electricals Limited,
14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai –5

Sub : Letter of compliance for tender (Ref. No.RE/MUM/HRD/HR-2201 dt 26.09.2022)

Dear Sir/Mam

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of the said tender are acceptable to us and our offer is based on the same. We are well aware and familiar with MCGM, Schedule of Rates and their specifications.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by B.H.E.L while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions. In case, any deviation is observed in the financial bid the same is not be entertained / considered by B.H.E.L.

We hereby declare and confirm that we have visited the both sites at DN nagar Township and Tilak Nagar Township and acquired full knowledge and information about the site condition and scope of work

We are aware and now conversant with local site conditions / Route feasibility to site/Local social issues/Local labour issues/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

We state that there is availability of adequate experienced trained manpower for deployment for the job mentioned in the NIT. We state that none of our officials is related to board member or employees of B.H.E.L.

We state that there is no legal case/litigation in any court of law is pending/convicted/initiated against us. **We state that we will follow all local laws / acts / rules prevailing during execution of job and indemnify B.H.E.L from any mishap / claims while undertaking the work.**

I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings condition of contract, specifications, bill of quantities at the respective rates quoted in the bill of quantities.

II/we do hereby agree, this tender be accepted in whole, we abide by and fulfill all the terms and provisions of the said conditions annexed hereto; we shall Complete the works within scheduled time as per the work program enclosed with the tender in two or three shifts if considered necessary by the B.H.E.L /Consultants at no extra cost to the B.H.E.L

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

Thanking you,

Yours faithfully,

Name/Signature of the signatory. And Stamp.

Abbreviations used

1. PMC : Project Management Consultant
2. w.r.t : With respect to
3. B.H.E.L: Bharat Heavy Electricals Limited
4. ROD: Regional Operations Division
5. MCGM: Municipal Corporation of Greater Mumbai
6. MHADA: Maharashtra Housing and Area Development Authority
7. PWD: Public works Department
8. NIT: Notice Inviting Tender
9. WTC: World Trade Centre
10. CA : Chartered Accountant
11. PAN: Permanent Account Number
12. GSTIN: Goods & Service Tax Identification number
13. NCLT: National Company Law Tribunal
14. IRP : Interim Resolution Professional
15. PQR: Pre-Qualification requirement
16. BOQ: Bill of Quantities
17. PPE: *Personal Protective* Equipment
18. DSC: Digital Signature Certificate
19. LOA: Letter of Award
20. PSE : Public Sector Enterprise
21. GM : General Manager
22. DSC - Digital Signature Certificate)
23. BG – Bank Guarantee
24. LOA- Letter of Award
25. GMI- General Manager- Incharge
26. TDS – Tax Deduction at source
27. FDR – Fixed deposit Receipt
28. NSIC – National Small Industries Corporation
29. RC – Registration Certificate
30. NOC – No Objection certificate
31. DD – Demand Draft
32. IPC /PC – Indian Penal Code / Prevention of Corruption
33. MSE - Micro/Small Enterprise
34. OHSAS – Occupational Health and Safety Assessment Series
35. HSE – Health Safety and Environment
36. IFSC – India Financial system Code
37. MICR – Magnetic Ink Character Recognition.
38. EFT – Electronic Fund Transfer
39. PSU – Public sector undertaking
40. EMD: Earnest Money Deposit
41. Ph- Phone
42. MO - Mobile

Annexure 1.1**Particulars in respect of similar works executed in the last 7 years**

S.No.	Name of the work executed with address	Name & address of the client with contact numbers	Value of work executed in Rs. Lakhs	Date of completion With work Completion Letter From the Client	Stipulated date for completion	Actual duration taken for completion	Name of consultant if any, with contact no.

Please enclose the copies of work order / agreement and work completion Certificate from the client for each of the work.

Annexure 1.2**Particulars of present similar works in Hand**

S.No.	Name of the work executed with address	Name & address of the client with contact numbers	Value of work executed in Rs. Lakhs	Date and Copy of Appointment / Work Order / Agreement From the Client	Stipulated date for completion	Actual duration taken for completion	Name of consultant if any, with contact no.

Please enclose the copies of work order

Annexure 1.3**Details of empanelment with other institutions**

S.No.	Name & address of the institution with contact no.	Category /Type of work for which empanelled	Registered / Empanelled for value of work	Date of empanelment and validity	Details of certificate/ letter from the Institution /B.H.E.L etc. if any

Please enclose the copies of letter of empanelment of each organization

-----XXXXXXXXXXXX-----

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the

Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant

Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract. - Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the

Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the

Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

Format for submission of pre-bid Queries

Tender no.: **RE/MUM/HRD/HR-2201 dt 26.09.2022 for Structural repairs, civil works, waterproofing, external plaster, Painting and other works in B.H.E.L staff quarter buildings in DN Nagar and Tilak Nagar Mumbai.**

Name of Bidder: M/s _____

Query no	Tender clause no /Section	Subject	Query
1.			
2.			

Name of bidder

Signature & Date

Email Id of bidder:

Note :

1. Bidder have to submit one soft copy of query by mail
2. queries should be received three working days before date of pre-bid meeting 3.
Refer Pre-bid clause of General Terms and conditions.

List of Tools and Plant Machines

List of equipments / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

NOTE: Tenderers are required to furnish the details as desired below with regard to the equipments machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same.

sno	Name of the equipment's	Total Qty.	Quantity Proposed Available	Type Capacity to be deployed	Year of manufacture	Date of Purchase	Registration no.	Present location and condition	Utility factor
1	2	3	4	5	6	7	8	9	10

Bank Account Information

MANDATE FORM

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS <u>RTGS</u> ENABLED? IF YES, THEN WHAT IS THE BRANCH'S <u>IFSC</u> CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date: _____
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp) _____
Date _____ Signature of Bank Manager

Please attach a photocopy of cheque along with the verification obtained from the bank.
In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

Application Form of Bidder

We undersigned apply for the tender.

1. i. Name & address of the Company :
ii. Year of Establishment of Company :
2. Type of Ownership :
Proprietary or Partnership or Private Limited or Public Limited or any other (specify) Pl. enclose copy.
3. Valid Registration Certificate from the :
MCGM/MHADA
(Provide registration no. &
Self-certified Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :
(Provide date of incorporation & Self-certified Copy to be enclosed)
5. Information on Party's Offices in Mumbai
Office address :
Telephone No / Mobile No. :
Name of contact persons : Email IDs
:
Office is owned or rented :

6. FINANCIAL DETAILS: The Financial Data for latest 3 years to be certified by the **Chartered Accountant** on his letterhead

Sn	Description	Year 1	Year2	Year3
1	Total Turn Over of Company in Rs Lakhs			
2	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves			
2	Net Profit in Rs Lakhs			

7. If agency is MSME? YES/NO If Yes, Category : Micro / Small
8. Company details
 - a. PAN:
 - b. GST Registration Number:
9. Organizational Information:
 - a. Directors/Partners if related to any B.H.E.L employee/Director
Name:
Staff No.:
Designation:
Department:
Relationship:
 - b. If any ex-B.H.E.L personnel is employed by the party, mention his/her Details of last posting Name:

Staff No.:
Designation:
Department:
Relationship:

10. Details of CEO/ Proprietor:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile
- g. Fax

11. Details of authorized signatory:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile
- g. Fax

12. Details of Directors in case of Private Ltd; One person company; Public Limited; and Partners in case of LLP/ LLP Firms/Proprietor in case of Proprietorship company.(If more than one Director attach separate sheet for each director)

- a. Name:
- b. Gender
- c. % of Share of Ownership
- d. % share in case women partners/ promoters
- e. SC/ST(Yes or No)
- f. PAN
- g. Aadhar No
- h. Email
- i. Tel No:
- j. Mobile

13. Any other information brochure/document that bidder wants to share

The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Note:

- 1. The above application should be furnished in prescribed format only.
- 2. The documents can be downloaded from B.H.E.L Website : www.bhel.com
- 3. The filled up application has to be submitted along with the supporting documents, on or before the due date and Time.
- 4. All pages of the tender along with the attached documents has to be signed by authorized signatory along with his stamp and seal of the organization.

POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY (To be executed on nonjudicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address..... who is presently employed with us and holding the position of As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Tender for **Tender Document For Structural repairs, civil works, waterproofing, external plaster, Painting and other works in B.H.E.L staff quarter buildings in DN Nagar and Tilak Nagar Mumbai** .including signing and submission of all documents and providing information/ response to Client, representing us in all matters, dealing with Client in all matters in connection with our bid for the said project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid shall and shall always be deemed to have been done by us.

Dated this the.....day of20...

(Signature of authorized Signatory)

(Signature and Name in Block letters of Signatory) Seal of Company

Witness

Witness1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes: →The mode of execu on of the power of A orney should be in accordance with the procedure, if any, laid down by the applicable law and the charter document(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure**

PERFORMANCE GUARANTEE FORMAT
AGREEMENT TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER
COMPLETION IN RESPECT OF WATER PROOFING WORKS

This Agreement made on this ----- day of the month of ----- year Two Thousand ----- (_____/2022) between M/s. ----- represented by Ms/Mr. ----- (hereinafter called the CONTRACTOR of the one part) and B.H.E.L, a ----- having its Registered Office at ----- represented by the ----- (herein after called B.H.E.L on the other part), WHEREAS, this Agreement is supplementary to a Contract (hereinafter called the CONTRACT) dated ----, and made between the Contractor of the one part and B.H.E.L on the other part, whereby the Contractor, interalia, undertook to render the works executed in ----- in the said Contract recited completely water and leak-proof, AND WHEREAS, the Contractor agreed to give a guarantee to the effect that the said water proofed areas will remain water and leak-proof for **5 YEARS** from the date of giving water proofing treatment as certified by Consultant of project i.e., from -----.

NOW, the contractor hereby guarantees that water proofing treatment given by them will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be 5 years to be reckoned from the date of giving water proofing treatment, mentioned herein above.

Provided that the contractor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) misuse of roof shall mean any operation which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof;
- (b) alteration shall mean construction of an additional storey a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in parts;
- (c) Alteration shall also mean construction of basement by adjoining building owners;
- (d) The decision of B.H.E.L with regard to the cause of leakage shall be final.

During this period of guarantee, the Contractor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of B.H.E.L at their cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon them to rectify the defects, failing which the work shall be got done by the Department by some other party at the contractor's cost and risk. The decision of B.H.E.L as to the cost payable by the contractor shall be final and binding.

And WHEREAS, the contractor has agreed to deposit an amount **Rs. -----** which is 5% of the cost incurred towards waterproofing works with B.H.E.L. (Please refer BOQ Sl.No. 3 , 4, 5, 14)

On successful completion of Guarantee Period, the deposited amount, shall be paid by B.H.E.L to the contractor, after the deduction if any.

That if contractor fails to execute the water proofing or commits breach there under, the contractor will indemnify the B.H.E.L and its successors against all loss, damage, cost, expense or otherwise which may be incurred by the B.H.E.L by reason of any default on the part of the contractor in performance and observance of this Supplementary Agreement, B.H.E.L shall forfeit deposit amount if contractor fails to execute the defects, if any, and may claim damages. As to the amount of loss and/or damage and/or cost incurred by B.H.E.L, the decision of B.H.E.L will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the contractor.

SIGNED, Sealed and Delivered by CONTRACTOR.

BHARAT HEAVY ELECTRICALS LIMITED**DIVISION****Running Account Bill****(Para 4.3.1 of Works Accounts Manual)**

Name of the Contractor

Name of the Work:

Sanctioned Estimate:

Code No.:

Contract Agreement No.:

Dated:

Division

Date of written order to commence the Work:

Date of commencement of work:

Due date of completion as per agreement

Date of approval of Competent Authority for time extension as applicable (copy to be enclosed).

Departmental Bill No.

Date:

Sub-Division:

Period of work covered in this bill:

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item No. of work	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity executed since last RA bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

- ** 1. Whenever payment is made on adhoc basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12
2. Whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total upto date in column 3 may become nil.

Total value of work done upto date (A) -----

Deduct value of work shown on the last Running Account Bill (B) -----

Net value of work done since last Running Account Bill (C) -----

Rupees (in words) Only

Note :

Wherever adhoc payments to contractors against running bills are made in accordance with the extant Works Policy, the amount so paid shall be adjusted.

BHARAT HEAVY ELECTRICALS LIMITED**DIVISION****.....And Final Bill****(Para 4.3.2 of Works Accounts Manual)**

Departmental Bill No:

Date:

Name of the Contractor:

Division:

Sub-Division:

Name of the Work:

Date of Written order to commence the work:

Sanctioned Estimate:

Date of commencement of the Work:

Contract Agreement/ Work Order No:

Dated:

Due date of completion as per Agreement:

Date of actual completion of the work:

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item no. of the agreement / work order	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** Whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total upto date in column 3 may become nil.

Total value of work done upto date	(A)	.....
Deduct value of work shown on the last Running Account Bill	(B)	.....
Net value of work done since last Running Account Bill	(C)	.....

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION

Claim for Refund of Security Deposit
(Para 4.7.4 of Works Accounts Manual)

Ref No.:

Date:

- 1 Name and address of the contractor
- 2 Contract Agreement/Work Order No.
- 3 Date of contract agreement/work order
- 4 Name of the work undertaken
- 5 Date of commencement of the work
- 6 Date of completion of the work
- 7 Period of Maintenance
- 8 Date on which the final bill was paid
- 9 Last date of making good the defect, if any, during maintenance period
- 10 Expenditure incurred by BHEL during maintenance period, if any, recoverable
- 11 Date on which security deposit refund falls due as per contract
- 12 Amount deposited/recovered

Details	Mode	Amount

- 13 LESS amounts recoverable (with details)
 - (i) Amount spent by BHEL on maintenance:
 - (ii) Payments made on behalf of contractor :
 - (iii) Court dues / penalties / compensation :
 - (iv) Other recoveries for services etc. :
 - (v) Security deposit released with final bill (%):

- 14 Net amount recommended for release (12-13):

Details	Mode	Amount

Date:

Signature of Engineer in Charge

II. MEMORANDUM OF PAYMENTS

	I	II
1. Total value of work actually measured as per Account No. I, Column 10	(A) .....	.....
2. Total upto date adhoc payment for work covered by approximate or plan measurements as per Account I, Col. 3	(B) .....	.....
4. Total upto date payments [(A)+(B)]	(C) .....	.....
5. Total amount of payments already made as per entry (D) of last Running Account Bill No. dated forwarded to the Accounts Department on	(D) .....	.....
6. Balance [(C) - (D)]		.....
7. Payments now to be made:		
a) by cash / cheque	.....	
b) by deduction for value of materials supplied by BHEL vide Annexure A attached	.....	
c) by deduction for hire of tools and plant vide Annexure B attached	.....	
d) by deduction for other charges vide Annexure C attached	.....	
e) by deduction on account of security deposit	.....	.....
f) by deduction on account of Income Tax	.....	.....

Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

III. CERTIFICATE OF THE ENGINEER IN CHARGE

1	"The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by (Name and Designation) and are recorded at pages of Measurement Book No."
2	Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc. forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D)
3	Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than the adhoc payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.
4	Certified that measurements by Engineer-in-charge and test check of prescribed percentage of measurements by the concerned superior authorities has been carried out.
5	Certified that there are no pending recoveries from the contractor on account of chargeable items (e.g T&P, consumables, material, etc.) issued either by BHEL or by the customer and other recoveries like power, water, quarter, tax liability towards declaration forms etc.
6	Certified that with regard to the free issues, regular reconciliation is being done, completed upto and there are no recoveries pending from the contractor on account of such issues in excess of requirement for execution of work as per contract.
7	Certified that there is no pending recovery for damaged material issued free of cost.
8	Certified that the contractor has fulfilled all the requirements as per contract with reference to statutory obligations (PF, ESI, Minimum Wages, BOCW, Insurance etc.), support services such as service manpower, computer system, T&P etc

Signature of Contractor

Date:

Signature of Engineer in Charge

Designation:

Date:

Form WAM 6 (Contd.)

INDEMNITY BOND

On the acceptance of his tender, the contractor will be required to execute an Indemnity Bond with-in 10 days of issue of work order in favor of the B.H.E.L against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his subcontractors or his employees and agents etc., as per the appropriate Indemnity Bond attached.

Any other conditions suggested by the B.H.E.L may be added subsequently.

INDEMNITY BOND

(On Non-Judicial Stamp Paper of Rs. 100/-)

KNOW all men by these presents that I/We _____ do hereby execute Indemnity Bond in favour of the B.H.E.L on this _____ day of _____ 2022.

WHEREAS B.H.E.L, 14 / 15th Floor, World Trade Centre – 1, Cuffe Parade, Mumbai – 400 005. have appointed _____ as the Contractors for their Proposed B.H.E.L Project at B.H.E.L staff quarter buildings at Tilak Nagar and D. N. Nagar Mumbai.

THIS DEED WITNESS AS FOLLOWS :

I/We _____ hereby do Indemnify and save harmless B.H.E.L, against

1. Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor's if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub contractors if any, under the Workmen's Compensation Act and Owners Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours of sub-contractor's if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

I hereby undertake to indemnify and keep harmless the B.H.E.L & its project consultant from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I shall be solely responsible.

IN WITNESS WHEREOF THE _____ has set his/their hand on this day of _____ 2022.

SIGNED AND DELIVERED BY THE _____ NAME AND ADDRESS

AFORESAID _____ (Contractor)

IN THE PRESENCE OF WITNESSES:

1. _____
2. _____

SPECIFICATIONS FOR MATERIAL

1	CEMENT (PPC / COMPOSITE)	ACC SURAKSHA (POWER) / ULTRATECH P-53.
2	ICWPA INTEGRAL CEMENT WATERPROOFING ADDITIVE	LEAKBLOCK 202, MCON, PROTEGE, SIGMACHEME, PERMA PLASTOPROOF,SUNANDA, DR FIXIT PEDELITE FAST FLEX.
3	RUST CONVERTER	MCON, PROTEGE RR/RC, RUSTCEASAR, DR FIXIT PEDELITE . RUST REMOVER, RUSTICIDE
4	POLYMER EMULSION	MCON, PROTEGE – AP, POLYMIX AR, POLYALK EP, DR FIXIT PEDELITE PMM, PERMA BOND REPAIR.
5	PVC PIPES & FITTINGS	PRINCE, SUPREME (A - TYPE FOR FOUR STOREYED BUILDING AND B - TYPE FOR ABOVE FOUR STOREYED BUILDING).
6	CAST IRON PIPES & FITTINGS	NECO, CEICO, OR ANY ISI MARK
7	uPVC PIPES	Astral / Prince PIPES.
8	WATER FITTINGS	UPVC FITTINGS.
9	WATER G.I. PIPES	C CLASS ZENITH / TATA /Jindal
10	CRACK FILLER	PROTEGE CS, DR. FIXIT CRACK X PASTE, PERMA, SUNANDA,
11	SYNTHETIC ENAMEL	GOODLASS, ASIAN, BERGER.
12	ORISSA PAN	CERA, NEY CER, SUNWARE, PARRYWARE, HINDUSTAN.
13	GLAZED TILES	JOHNSON, SOMANY.
14	SYNTHETIC TEXTURE FINISH	ICI DULUX, ASIAN, NEROLAC.
15	WATERPROOF COATING	MCON, PROTEGE WP, UDP - 303, DR. FIXIT URP AND NEWCOAT COATINGS, SIGMACHEME,
16	ACRYLIC PAINT	WEATHERSHEILD (ICI AKZONOBEL DULUX), APEX(ASIAN), DR. FIXIT KNK (PEDELITE).
17	PREMIUM ACRYLIC PAINT	WEATHERSHEILD ULTRA (ICI AKZONOBEL DULUX), ULTIMA(ASIAN) , RAINCOAT CLASSIC (PEDELITE).
18	ELASTOMERIC PAINT	RAINCOAT SELECT (PEDELITE), ULTIMA PROTEK (ASIAN) , POWER FLEXX (ICI AKZONOBEL DULUX).