



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
**Works Contract Management (WCM) Department**  
TARNA, SHIVPUR, VARANASI-221003

**TENDER DOCUMENT**

<b>Name of Work</b>	<b>CIVIL WORK FOR CONSTRUCTION OF FIRST FLOOR OF GUEST HOUSE AT BHEL HERP VARANASI</b>
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**TENDER NOTICE NO.: HERP/WCM/MS/GH-1 FLOOR/23-24**

**DATE. 26.10.2023**

<b>Last Date of submission of Tender</b>	<b>06.11.2023</b>		<b>Time :</b>	<b>02:00PM</b>
<b>Date and Time for opening of Technical Bid</b>	<b>06.11.2023</b>		<b>Time :</b>	<b>04:00PM</b>

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**Bharat Heavy Electricals Limited**  
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**Works Contract Management (WCM) Department**  
TARNA, SHIVPUR, VARANASI-221003

**Notice Inviting Tender (NIT)**

**TENDER NOTICE NO.: HERP/WCM/MS/GH-1 FLOOR/23-24**

**DATE. 26.10.2023**

Tenders are invited for '**CIVIL WORK FOR CONSTRUCTION OF FIRST FLOOR OF GUEST HOUSE AT BHEL HERP VARANASI**' as per details mentioned under:

<b>Last Date of submission of Tender</b>	<b>06.11.2023</b>	<b>Time :</b>	<b>01:00PM</b>
<b>Date and Time for opening of Technical Bid</b>	<b>06.11.2023</b>	<b>Time :</b>	<b>03:00PM</b>

S. No.	Name of work	EMD (Rs.)	SD (Rs.)	Period of contract	Cost of Tender Document
1.	CIVIL WORK FOR CONSTRUCTION OF FIRST FLOOR OF GUEST HOUSE AT BHEL HERP VARANASI	Rs. 90,000 /-	10% of the Contract Value	90 Days	NIL*

- \*Tender documents can only be downloaded from below mentioned websites. As this is an e-tender, tender fee has been kept Nil.
- Tenderers shall deposit the above EMD (refundable) Before Tender Opening in any one of the following ways-

**Earnest Money: Rs 90,000/- (Rs Ninety Thousands Only).** Earnest money deposit of unsuccessful offers would be returned within 15 days after award of contract to successful bidder. Earnest money deposit of successful bidder would be converted as Security Deposit.

The EMD may be accepted only in the following forms:

- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- Electronic Fund Transfer credited in BHEL account (before tender opening)

Name of Bank	State Bank of India
IFSC Code	SBIN0000201
Account No.	11103264820
Branch Code	0201
Address	State Bank of India, Main Branch Kachaheri, Varanasi
PAN No	AAACB4146P
GST No	09AAACB4146P2ZC

- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the **Contractor, a/c BHEL Varanasi**) (along with offer).
- Insurance Surety Bonds (along with offer).

Original copy of the same must be sent to below mentioned address and duplicate copy must be submitted along with tender documents.



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**Office Address: AGM/ (Purchase, Store and WCM), BHEL-HERP, Tarna Shivpur, Varanasi, PIN-221003 (UP).**

- **Without EMD, tenders will be rejected in line with BHEL Works Policy- 2016.**
- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions / Clarifications, etc. to the tender will be hosted on website i.e. <https://eprocurebhel.co.in>, <http://www.bhel.com> & <https://herp.bhel.com> only and will not be published in any other media. Bidders should regularly visit above websites to keep themselves updated.
- **Bidder to note that this is an e-tender and bidders have to submit this only through <https://eprocurebhel.co.in> site only. No hard copies of tender shall be accepted.**
- Bidder is requested to contact undersigned for any query or clarification.

Atendr Kumar Pal  
Deputy Manager (WCM)  
Email: [atendrpal@bhel.in](mailto:atendrpal@bhel.in)  
Mobile No. 8765956501

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by the tenderer is found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.



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**DIRECTIONS TO PARTIES FOR TENDERING**

1. Bidders to note that work will be awarded to L-1 bidder who would have quoted the lowest Rates. All other details regarding the same will be as per BHEL Work Policy- 2016 & General Condition of Contract (GCC).
2. RA (Reverse Auction) will be conducted for this enquiry.
3. Parties may visit the site for assessment of actual quantum or nature of work if they wish before quoting their rates.
4. This is two part bid system and the bidder should submit separate Technical Bid & Price Bid as per details mentioned under:

**Details of Tender Document**

The Tender document has been detailed as follows:

**Part-I (TECHNO-COMMERCIAL BID)**

1. Details of Bid & Bidder
2. Pre-qualifying Requirements (PQR) along with documents in support of meeting the same
3. Technical Condition of Contract (TCC)- Annexure A
4. Acceptance / No deviation certificate- Annexure B
5. BOQ & Price Schedule - Annexure C
6. Make of Structure Steel - Annexure D
7. BOCW (Building and Other Construction Worker) Act & Rules
8. General Condition of Contract (GCC)
9. Contract Registration Form
10. HSE Policy
11. Bidder's Declaration

**Part-II (PRICE BID)**

1. Price to be quoted on format given on <https://eprocurebhel.co.in> only.
5. Tenders shall be opened by authorized officers of BHEL at their office at the time and date as specified in the tender notice in the presence of tenderer or their authorized representative who may be present.
6. A representative of bidder (only 01 per bidder) shall be permitted to be present at the time of opening of bid. However, ***the bidder should give prior intimation of the same & seek permission after giving details of its representative by contacting designated person as per details mentioned in NIT at least 02 days in advance.***
7. The successful Tenderer shall submit security deposit (SD), if required and must sign contract agreement within 07 days from the date of Letter of Intent (LOI) given by Bharat Heavy Electricals Limited and further start the work under reference.
8. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.



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**Details of Bid & Bidder (To be filled by bidder)**

Sl. No.	Description	To be filled by bidder												
1	Bidder Offer No. & Date													
2	Legal Name of the bidder (as mentioned in GST registration)													
3	Address for Communication	<table border="1"><tr><td>State</td><td></td></tr><tr><td>PIN code:</td><td></td></tr><tr><td>Mobile No.</td><td></td></tr><tr><td>Phone / Fax No.</td><td></td></tr><tr><td>Name of Contact Person</td><td></td></tr><tr><td>Email ID</td><td></td></tr></table>	State		PIN code:		Mobile No.		Phone / Fax No.		Name of Contact Person		Email ID	
State														
PIN code:														
Mobile No.														
Phone / Fax No.														
Name of Contact Person														
Email ID														
4	Type of firm	Individual / Proprietorship / Partnership / HUF / Association of Persons / Private Limited company / Public Limited company												
5	GST registration No.													
6	PAN No.													
7	Remark (If any)													

Certificates to be attached:

Copy of PAN, GST Registration Certificate.



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**PRE-QUALIFYING CRITERIA (PQC)**

<b>A</b>	<b>TECHNICAL QUALIFICATION</b> Bidder shall essentially meet all the Qualifying Requirements (i.e. A1 & A2) as under, in last seven years from 30.09.2023:
<b>A1</b>	<p>Experience of having successfully completed similar works during last 7 years ending on 30.09.2023 as per details mentioned hereunder:</p> <p>Three completed works having total executed value of each contract not less than Rs <b>15.12</b> Lacs plus taxes extra</p> <p style="text-align: center;">Or</p> <p>Two completed works having total executed value of each contract not less than Rs <b>18.90</b> Lacs plus taxes extra</p> <p style="text-align: center;">Or</p> <p>One completed work having executed value not less than Rs <b>30.24</b> Lacs plus taxes extra</p> <p><b>Similar works means</b></p> <p><b><i>“CIVIL CONSTRUCTION OF COMMERCIAL BUILDINGS/ COMMERCIAL HOTEL/ GUEST HOUSES /HOSTELS/ CIVIL BUILDING OF ANY PSU OR GOVERNMENT ORGANIZATION IMPLYING THE SAME”</i></b></p> <p>Note: - <b>1.0)</b> Copy of Work order/ LOI/ LOA/ PO along with completion certificate or MOM (confirming completion or Completion of work) or handing over certificate from Bidder's customer for works or similar works shall be submitted in Techno-commercial bid. BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. &amp; email address of issuing authority is to be submitted by the Bidder in Techno- commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).</p>
<b>B</b>	<b>FINANCIAL QUALIFICATION</b>
<b>B1</b>	<p>Bidders should have average financial annual turnover of Rs <b>13.38</b> Lacs during the last 03 financial years 2019-20, 2020-21 and 2021-22. Bidder to submit following documents for this-</p> <p>CA Audited Profit/ Loss and Balance Sheet</p> <p><b>Notes:</b></p> <p>(i) In case audited financial statements have not been for all three years as indicated against B1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>(ii) If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified chartered accountant.</p> <p>(iii) Documents from CA's submitted by the bidders should have UDIN</p>
<b>B2</b>	<p><b><u>NETWORTH (Only in case of Companies)</u></b></p> <p>Net worth (Only in case of Companies) of the Bidder for above mentioned financial years based on the latest Audited Accounts as furnished for 'B1' above should be</p>



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	positive.
<b>B3</b>	<b><u>PROFIT</u></b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'B1' above. Note: Profit shall be PBT earned during any one year of three financial years as in B1 above.
<b>B4</b>	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

In case, any credential (s) is/are found unauthentic, offer of the bidder is liable for rejection. BHEL reserves the right to initiate any further action as per its internal guidelines.

- It is to be noted that in case of any conflict arises for provisions given in TCC and GCC, then TCC will supersede GCC.



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**Annexure-A**  
**Technical Conditions of Contract (TCC)**

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2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
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8	Taxes and other Duties	Chapter-VIII
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**Technical Conditions of Contract (TCC)**

**Chapter-I**

**1.0 Project Information**

<b>1.0</b>	<b>Project Title: CIVIL WORK FOR CONSTRUCTION OF FIRST FLOOR OF GUEST HOUSE AT BHEL HERP VARANASI</b>	
<b>1.1</b>	Project Site	BHEL HERP TOWNSHIP, TARANA, SHIVPUR, VARANASI
<b>1.2</b>	Owner	BHEL
<b>2.0</b>	<b>Location and approaches</b>	
<b>2.1</b>	Plant Site Location	BHEL HERP Township, Tarna, Shivpur, Varanasi, Uttar Pradesh-221003
<b>2.2</b>	State Capital	LUCKNOW
<b>2.3</b>	Nearest Railway Station	Varanasi Junction Railway Station (BSB), Cantt, Varanasi (6 Km)
<b>2.5</b>	Nearest Airport	Lal Bahadur Shastri Airport, Babatpur, Varanasi- (12 Km)

**Technical Conditions of Contract (TCC)**

**Chapter-II**

**2.0 SCOPE OF WORK**

**2.1 The scope of work comprises of but not limited to the following;**

It may be noted that following shall be in the scope of Contractor-

- Civil Work of First floor of Guest House
- Civil Work on Ground Floor for Construction of First Floor of Guest House including columns, stairs etc.

This specification covers Civil work for Construction of First Floor of Guest House situated in Township of BHEL HERP at Tarna Shivpur and associated works on ground floor including but not limited to columns, beams, stairs etc. in line with drawings, specifications and Bill of Quantity provided by BHEL **including supply of all types of material for total scope of work as per BOQ & PRICE SCHEDULE (ATTACHED IN Annexure-C IN THIS TENDER)** . This work includes but not limited to the following:

- Earth work
- RCC, Concrete work including supply of material
- Brick work including supply of material
- Plastering and painting including supply of material
- Wooden and metal doors, windows and partitions etc. as applicable including supply of material



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- Waterproofing, flooring, ceiling, plumbing works, sanitary works including supply of material
- Drainage, Sewage connection including supply of material

Completed in all respects.

This also includes guarantee for **12 months** of operations for performance of materials supplied and construction by the contractor covered under the scope of the contract from the date of Completion of the work.

In case of any ambiguity between drawings, Bill of Quantities and specifications, then decision taken by BHEL Shall be final.

All the items in BOQ & Price Schedule (attached in [ANNEXURE-C](#) in this tender) shall be read in conjunction with the relevant drawings, material standards and technical specification attached with this tender and work shall be carried out accordingly.

**Drawing and all technical information of above work will be provided by BHEL.**

## **2.2 SITE VISIT**

Contractor may visit BHEL HERP, Varanasi, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.

## **2.3 Bidders may take note of the following points while sending their offers:**

- a) The quoted prices also include the cost of transportation, unloading, stacking and handling of materials supplied by bidder.
- b) Bidders are requested to gather all relevant information & prevailing local laws etc. in the specified regions. No claim shall be entertained on account of lack of knowledge of site condition.
- c) The materials and workmanship must be of good quality and accepted standards and specifications. BHEL reserves the right to reject any material not up to the specification. After completion of work, the building and areas around them should be cleared of all rubbish, debris etc. and handed over in fit condition for occupation.

## **2.4 Technical Specification**

Detailed Technical Specification of all the items to be executed as per Bill of Quantity (BOQ) shall be as per Annexure-C of the Tender.

## **2.5 Construction Power: (Chargeable)**

- 2.5.1 Construction Power shall be made available to the Contractor at 415 V feeders of LT substation located at Single point in the plant. Contractor shall be fully responsible to make all the arrangement beyond these LT feeder points for further distribution to meet all construction power requirements for the entire area in scope of this package.



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**2.5.2 The charges for the actual energy consumed by contractor shall be Rs 12.00 per KWH unit consumed. However, charges may get revised depending upon the charges being revised by the power utilities/ company from time to time. Vender have to pay charges as per revised cost.**

**2.6 GENERAL:**

If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above by use of suitable electrical equipment. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.

**2.7 Construction Water:**

Chargeable as per GCC.

**2.8 Security & Safety of Bidders Resources:** Successful bidder will depute adequate resources (Manpower, Tools, Machineries, Materials & Equipment etc) to complete entire work as per NIT. Successful bidder will be only custodian of all the resources required for completion of work & deputed/brought by Bidder at HERP including raw material like TMT Steel /reinforcement/sand/stone and cement etc till the handover of plant/shop/Building to BHEL after 100% completion of work with proper handing over documents. The security & safety of the above is the sole responsibility of Bidder. He has to make all suitable complete arrangement for the same. **BHEL shall not responsible for any type of loss (misshaping, damage & theft) of any of the bidder's resources at any stage of work.**

**2.9 De-mobilization of Bidder's T&P :** After completion of entire work in all respect, It is sole responsibility of bidder to handover entire facility to BHEL as per T&C. After handing over, bidder will submit final bill to BHEL. After submission of final bill to BHEL, Bidder will remove all his temporary arrangement (if any) , Tools, Machineries and Equipment (T&P) from BHEL HERP premises within 30 days from submission of final bill to BHEL. Final bill will be released only after complete De-mobilization of Bidder's T&P from BHEL premises.

**2.10 Return of Excess material, Wrong & Scrap material:** Any material brought by bidder to BHEL HERP with proper gate entry for progress of work and cost of the same has not been paid to bidder as per BOQ (Annexure-C) by BHEL , will be considered as Excess material, Wrong & Scrap material but decision of Engineer-In-Charge shall be final for declaration of Excess material, Wrong & Scrap material.

Excess material, Wrong & Scrap material will be return back to Bidder with proper out gate pass. decision of Engineer-In-Charge shall be final for return of Excess material, Wrong & Scrap material.



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**Technical Conditions of Contract (TCC)**  
**Chapter-III**

**3.0 Facilities in the scope of BHEL / Contractor (Scope Matrix)**

Sl.No	Description  PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT (Only for Erection at Site)			
3.1.1	FOR CONSTRUCTION PURPOSE AT SITE:			
a	Open space for office (as per availability).	Yes		Location will be finalized after joint survey with Contractor for erection purpose at site
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with Contractor for erection purpose at site
c	Construction of bidder's office and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment's, office/ store consumables		Yes	



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Sl.No	Description  PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc	NO	NO	Construction of canteen is not allowed inside BHEL HERP Premises. Contractor to make own arrangements for the same.
f	Fire-fighting equipment's like buckets, Fire extinguishers etc		Yes	
g	Fencing of storage area, office etc of the contractor		Yes	
3.1.2	FOR RESIDING PURPOSES OF THE BIDDER			



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Sl.No	Description  PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
a	Open space for labour colony	No	Yes	BHEL will not provide any space/land for construction of labour colony. Contractor has to make his own arrangements for shelter and transportation of labors as per their requirement.
<b>3.2.0</b>	<b>ELECTRICITY</b>			
<b>3.2.1</b>	<b>Electricity For construction purposes</b>			
a	Single point source (of Voltage 415 V, A.C.,3 Phase , 50 Hz)	Yes		Bidder to make its own arrangement for distribution of electricity at its own cost
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
<b>3.2.2</b>	<b>Electricity for the office, stores etc of the bidder</b>			
a	Single point source	Yes		
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
<b>3.3.0</b>	<b>WATER SUPPLY</b>			
<b>3.3.1</b>	<b>For construction purposes:</b>			
a	Making the water available at single point	Yes		



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Sl.No	Description  PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	Contractor has to make his own arrangement.
<b>3.3.2</b>	<b><u>Water supply for bidder's office, stores etc.</u></b>			
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	Contractor has to make his own arrangement.
<b>3.4.0</b>	<b>LIGHTING</b>			
a.	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
<b>3.5.0</b>	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Telephone, fax, internet, wi-fi, e-mail services etc		Yes	
<b>3.6.0</b>	<b>COMPRESSED AIR / Air Blower wherever required for the work</b>		Yes	<b>As required</b>
<b>3.7.0</b>	<b>Demobilization of all the above facilities if any constructed by contractor</b>		YES	
<b>3.8.0</b>	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	



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Sl.No	Description  PART II  3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the materials covered under this scope	Yes	NO	
b	Drawings for construction methods	Yes	NO	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes	Yes	NO	Changes are to be marked in drawing & handover revised drawings to BHEL on completion of work.
d	Bill of Material	Yes	NO	
e	Preparation of site construction schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly Construction schedules based on Sl No. e		Yes	In consultation with BHEL





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**Technical Conditions of Contract (TCC)**  
**Chapter-IV**

**4.0 Tool & Plants and MMEs to be deployed by the Contractor**

**A. TOOL & PLANTS**

CONTRACTOR SHALL DEPLOY ALL NECESSARY **TOOLS AND EQUIPMENT** TO MEET THE SCHEDULES AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK. Decision of BHEL Engineer will be final in this regard.

**B. MANPOWER FOR EXECUTION OF WORK**

Contractor SHALL DEPLOY ALL NECESSARY **GRADE OF MANPOWER** TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK. Decision of BHEL Engineer will be final. **Minimum one (01) Civil supervisor** is required.

**C. MEASURING AND MONITORING DEVICES (MMD):**

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

**D. CONSUMABLES FOR EXECUTION OF WORK:**

CONTRACTOR SHALL ARRANGE ALL NECESSARY CONSUMABLES REQUIRED FOR EXECUTION OF WORK AT HIS OWN COST TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK

**Technical Conditions of Contract (TCC)**  
**Chapter-V**

**5.0 Tool & Plants and MMEs to be provided by BHEL**

**Nil**

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**Chapter-VI**

**6.0 Time Schedule and Mobilization:**

**6.1 Initial Mobilization and Time Schedule:**

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the ***contract period of (03) three months*** in as per priority of BHEL to match with the project schedule.



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**Date of start (DOS) of works shall be reckoned as 07 Days after date of Issuance of LOI (Letter of Intent).**

## **6.2 Contract Period and Schedule of Completion:**

The schedule completion of contract is **(03) three months** from **Date of start**. Whereas The bidder will depute his resources in adequate manner to meet BHEL priority time to time.

**Note:** In order to meet above schedule in general, and any other intermediate targets set, to meet BHEL requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

## **Technical Conditions of Contract (TCC)**

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#### **7.0 PAYMENTS:**

**7.1** Monthly running bills will be paid against actual execution of work and submission of the bills by the contractor. The processing of bill shall also require signing of measurement books (MB) by the contractor when called for to do so. In the event of delay in signing of MB by the contractor the processing of bill may get delayed, BHEL shall not be responsible for any delay in release of payment on account of this.

The date of submission of bill complete in all respect shall be reckoned from the date of submission of the last required document/ clarifications pertaining to the bill by the contractor.

**7.2** Payments to Contractors are made in any one of the following forms

#### **7.2.1 Running Account Bills (RA Bills)**

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the BOQ , Annexure-C.
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract
- iv) If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost.
- v) Following documents are required to be submitted by the contractor for payments with each Running Bill:
  - a) Invoice – original+2 copies
  - b) Running Account Bill (RAB) signed by Contractor. Original
  - c) GST paid challan for Previous RAB: 2 Copies
  - d) Proof of Wages Paid including PF& ESI: 2 Copies
- vi) The running bill of the contractor will be processed & payment shall be released within 30 days from the date of submission of the bill complete in all respects with all required documents enclosed as per contract.



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**7.2.2 Final Bill**

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable, various Statutory Authorities like Labor department, PF Authorities, Commercial Tax Department, etc.
- iii) Indemnity bond as per prescribed format

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL. The payment against final bill shall be released within 60 days from the receipt of bill with complete documentation, clarifications & formalities required as per contract.

**7.3 GROUNDS FOR WITHHOLDING PAYMENTS**

The Manager may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the BHEL from loss on account of including but not limited to the following:

- i. Defective work not remedied by the Contractor.
- ii. Failure of the Contractor to make payments properly and regularly to his own workers
- iii. Damage by the Contractor to the work of other Contractors, Sub-Contractors or Vendors.
- iv. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- v. A reasonable doubt that the Contractor intends to leave work items incomplete.
- vi. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
- vii. Failure of the Contractor to meet or keep-up with the approved Construction Programme.
- viii. Failure of the Contractor to comply with and fulfil all contractual obligations and liabilities stipulated in the Contract Documents

When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

**7.4 Prices are Firm for this work. PVC and ORC are not applicable.**

**7.5 Terms of Payment:**

**MEASUREMENT OF WORK AND MODE OF PAYMENT:**

- a. All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- b) Measurement sheets will be checked by BHEL Engineer and quantities eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- c) Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- d) All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running.
- e) The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.



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- f) The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- i. If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
- ii. Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
- iii. Final measurement bill shall be prepared based on the certificate issued by BHEL Manager that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL.
- g) Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract.

**7.6** Items for which progressive payment as per MB has been made will not be returned to Contractor except in case of replacement of items due to any applicable reason.

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**8.0 TAXES, DUTIES, LEVIES (Rev 10 dated 19/08/2017)**

- 8.1** The successful bidder shall furnish proof of GST registration. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 8.2** The contract price shall be inclusive of all taxes including Goods and service tax (GST), GST Cess, license charges, deposits, duties, tools, commissions or other charges, if any. Bidder should also note that no other taxes including new taxes, if imposed subsequently and variation in any taxes shall not be reimbursed by BHEL. In case, BHEL has to pay any of such taxes, BHEL shall have the right to recover the same from contractor's bills or otherwise as deemed fit.
- 8.3** BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -  
PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER WORK ORDER PAYMENT TERMS.  
PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:  
(A) PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.



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(B) FILING OF GST RETURN- 2B WITHIN SCHEDULED DATE.

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL.

*NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.*

- 8.4** Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will be as below:-

BHEL GSTIN - 09AAACB4146P2ZC

NAME - Bharat Heavy Electricals Limited

ADDRESS - BHEL HERP Tarna Shivpur Varanasi-221003

- 8.5** Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.

- 8.6** Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract. Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

The Contractor has also to comply with any amendment as prescribed from time to time under e way bill rule. Any financial implication arises on BHEL due to noncompliance of e way bill rule will be passed on to the Contractor.

- 8.7** TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

- 8.8** TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills

**Technical Conditions of Contract (TCC)**  
**Chapter-IX**

**9.0 Health Safety and Environment**

**(A) Rules to be observed while working inside BHEL HERP Premises: -**

1. Our factory is a no-smoking zone, so this rule shall be observed by all workmen at all times while working inside the premises.
2. Workers shall not indulge in gambling or consumption of liquor while working inside BHEL premises.



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3. Workmen in inebriated condition shall not be allowed to enter BHEL premises.
4. Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act, Uttar Pradesh Factories Rules and BHEL Rules and Regulations.

**(B) Mandatory Health, Safety & Environment Guidelines: -**

1. No workman shall be allowed below the age of 18 years on the date of starting work in BHEL HERP, Varanasi. Neither shall any contract worker be allowed above 60 years of age during the entire period of contract.
2. Medical fitness certificate not more than one month old, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL HERP.
3. BHEL's HSE policy shall be honoured at all times (Attached herewith).
4. No unsafe act shall be indulged-in by the workmen brought/ employed by the Contractor at BHEL HERP Varanasi.

**Technical Conditions of Contract (TCC)**  
**Chapter-X**

**10.0 General**

- 10.1 THE WORK SHALL BE EXECUTED UNDER USUAL CONDITIONS AFFECTING MAJOR PROJECTS IN AN EXISTING PLANT AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL COOPERATE WITH PERSONNEL OF CUSTOMER'S CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
- 10.2 ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
- 10.3 THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 10.4 ALL NECESSARY CERTIFICATES AND LICENSES REQUIRED TO CARRY OUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY.
- 10.5 ALL CRANES, TRANSPORT EQUIPMENTS, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMMABLES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR.



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10.6 ALL EXPENDITURE, INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSES ELSEWHERE IN THESE SPECIFICATIONS. THE CONTRACTOR'S QUOTED RATES SHALL INCLUDE ALL SUCH CONTINGENCIES. IN THIS CONNECTION REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT.

10.7 THE DISTANCES INDICATED IN THESE SPECIFICATIONS ARE ONLY APPROXIMATE. HOWEVER, THE TENDERERS SHOULD ASSESS THE VARIOUS DISTANCES AND SITE CONDITIONS BY VISITING SITE BEFORE SUBMITTING THEIR OFFER. NO ADDITIONAL/EXTRA CLAIMS FOR ANY VARIATION IN THIS REGARD WILL BE ENTERTAINED.

**Technical Conditions of Contract (TCC)**

**Chapter-XI**

**11.0 Technical Specification for supply of items**

S. No.	Description of Item	Technical Specifications of supply items and suggested Makes/ Brands
1.0	Reinforcement Steel	Reinforcement steel shall be of high strength deformed TMT steel bars of Grade Fe-500/Fe500D and shall conform to IS:1786. However, suggested make/brand as per <b>Annexure-D</b> or <b>Substantially equivalent</b>
2.0	Cement	Portland Pozzolana Cement (PPC)/ Ordinary Portland Cement (OPC). Conforming to IS:1489. Manufacturer of Cement should be BIS approved and having valid BIS Licence. Testing of Supplied Material as per IS:4031. Testing of the cement shall be done in Government / NABL approved laboratory. However, suggested make/brand for supply of cement are ACC / J K CEMENT / CCI / ULTRATECH / SHREE CEMENT /PRISM/AMBUJA or <b>Substantially equivalent</b>
3.0	Tiles	Supply of Tiles conforming to IS: 15622 in line with BOQ. However, suggested make/brand for supply of tiles are Johnson, Kajaria, Somany, Rak Ceramics, Orient Bell, Asian Granito, NITCO, Cera, Varmora, Simpolo or <b>Substantially equivalent</b>
4.0	PVC & CPVC Pipes	Supply of PVC & CPVC pipes conforming to IS: 13592 in line with BOQ. However, suggested make/brand for supply of PVC & CPVC pipes are Supreme, Astral, Ashirvad, Finolex, Prince, Sintex, Vectus, Apollo, Prayag or <b>Substantially equivalent</b>
5.0	Painting items	Supply of painting items as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply painting items are Asian Paints, Berger, Kansai-Nerolac, Shalimar, Dulux, Indigo, Nippon, Dupont, Jonson & Nicholson, Akzonobel or <b>Substantially equivalent</b>
6.0	Putty	Supply of putty as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply of putty are





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		Berger, Nippon, Asian Paints, Nerolac, Indigo, Birla, JK Wall, Pidilite, <b>or Substantially equivalent</b>
<b>7.0</b>	Sanitary Fittings	Supply of Sanitary Fittings as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply of Sanitary Fittings are Jaquar, Hindware, Cera, Asian Granito, Duravit, Kohler, Johnson, Parryware, Moca, Colston <b>or Substantially equivalent</b>
<b>8.0</b>	Bathroom Fittings	Supply of Bathroom Fittings as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply of Bathroom Fittings are Jaquar, Hindware, Cera, Plumber, Kohler, Johnson, Colston, Parryware, Moca, <b>or Substantially equivalent</b>
<b>9.0</b>	Wooden Doors	Supply of Wooden Doors as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply of Wooden Doors are Greenply, Centuryply, Maxon doors, Shatabdi Ply, Supreme, Mikasa, Managalam Timbers, Duro <b>or Substantially equivalent</b>
<b>10.0</b>	Water Proofing Compounds & Other chemicals	Supply of Water Proofing Compounds & Other chemicals as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply of Water Proofing Compounds & Other chemicals are Dr Fixit, Abro, Berger, Fosroc, Ardex Endura, Star Coatings, Cico, <b>or Substantially equivalent</b>
<b>11.0</b>	Glass	Supply of Glass as per IS or applicable standards in line with BOQ. However, suggested make/brand for supply of Glass are Saint Gobain, Modiguard, La Opala, Asahi, Fuso, Glass wall, Piramal, Pragati, Gold Plus, Gurind <b>or Substantially equivalent</b>

**Note:**

**1.0 Substantially equivalent brands can only be used after approval of BHEL Engineer In-charge.**

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**Chapter-XI**

**11.02 TECHNICAL SPECIFICATION FOR SUPPLY OF ITEMS**

S.NO.	Materials	Technical Specifications
1	<b>TMT Steel Reinforcement:</b>	Reinforcement steel shall be of high strength deformed TMT steel bars of Grade Fe-500/Fe500D and shall conform to IS 1786. Each consignment of Reinforcement steel shall be duly





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		correlated with manufactures TC.
2	<b>Supply of Cement</b>	Portland Pozzolana Cement (PPC). Conforming to IS:1489.
		Manufacturer of Cement should be BIS approved and having valid BIS Licence
		Testing of Supplied Material as per IS:4031
		Each consignment of cement shall be duly correlated with manufactures TC.
		one sample from each lot/batch shall be tested for setting time and compressive strength. Acceptance norms shall be as per relevant IS. If cement is stored more than 90 days in godown of contractor same shall be retested for compressive strength and setting area.
		Testing of the cement shall be done in Government / NABL approved laboratory.

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**Design Drawings**

Final drawings shall be provided after LOI to the successful bidder.



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**Annexure-B**

**Acceptance \ No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above NIT No **HERP/WCM/MS/GH-1 FLOOR/23-24** for "CIVIL WORK FOR CONSTRUCTION OF FIRST FLOOR OF GUEST HOUSE AT BHEL HERP VARANASI".

We hereby accept all terms and conditions of the above tender except the following (Give reference to Clause Nos. of Terms & Conditions which is not acceptable): **(Strike which is not applicable):**

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Sign & Stamp of bidder)



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**Annexure-C**

**BOQ & Price Schedule**

Name of Work:- CIVIL WORK FOR CONSTRUCTION OF FIRST FLOOR OF GUEST HOUSE AT BHEL HERP VARANASI							
Sl.No	DSR'21 Code	Description of work	Quantity	Unit	Rate	Amount	Remarks
<b>(A) Civil Work-Scheduled Items</b>							
<b>1</b>		Carriage of material up to 1 km lead by Mechanical transport including, loading, unloading & stacking of -					
<b>(i)</b>	<b>1.1.1</b>	Lime, moorum, building rubbish	23.00	cum	144.32	3319.36	
<b>(ii)</b>	<b>1.1.2</b>	Earth	11.20	cum	180.40	2020.48	
<b>2</b>	<b>2.6.1</b>	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	16.00	cum	149.00	2384.00	RATE AS PER DSR 21 CORRECTION SLIP 13
<b>3</b>	<b>2.25</b>	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift up to 1.5 m.	4.80	cum	161.60	775.68	RATE AS PER DSR 21 CORRECTION SLIP 13
<b>4</b>	<b>2.27</b>	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	2.00	cum	2161.20	4322.40	
<b>5</b>	<b>4.1.8</b>	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	2.00	cum	6326.00	12652.00	RATE AS PER DSR 21 CORRECTION SLIP 18



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6	4.2.5	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing: 1:3:6 (1 cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone Aggregate 20 mm nominal size derived from natural sources)	0.00	cum	8515.55	0.00	RATE AS PER DSR 21 CORRECTIO N SLIP 14
7	5.1.3	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :  1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	5.00	cum	7945.65	39728.25	
8	5.2.2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	6.00	cum	9861.70	59170.20	RATE AS PER DSR 21 CORRECTIO N SLIP 15



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9	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	42.00	cum	10391.40	436438.80	RATE AS PER DSR 21 CORRECTION SLIP 15
10		Centering and shuttering including strutting, propping, etc. and removal of form for all height:					
(i)	5.9.3	Suspended floors, roofs, landings, balconies and access platform	270.00	sqm	766.55	206968.50	
(ii)	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers	88.00	sqm	608.35	53534.80	
(iii)	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	91.00	sqm	804.25	73186.75	
11	5.22.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level:- Thermo-Mechanically Treated bars of grade Fe-500D or more	359.55	kg	89.65	32233.66	
12	5.22A.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level:- Thermo-Mechanically Treated bars of grade Fe-500 D or more.	63.45	kg	89.65	5688.29	
13	6.4	Brickwork with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes & sizes in :					



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(i)	6.4.2	cement mortar 1:6 ( 1 cement: 6 coarse sand).	79.00	cum	8288.40	654783.60	RATE AS PER DSR 21 CORRECTION SLIP 18
14	6.13.2	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor level. Cement mortar 1:4 (1 cement :4 coarse sand)	15.00	sqm	1018.05	15270.75	
15	8.2.2.2	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. <b>Granite stone slab colour black, Cherry/Ruby red - Area of slab over 0.50 sqm</b>	49.00	sqm	4425.35	216842.15	



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<b>16</b>	<b>8.31</b>	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. sqm 1063.45	49.00	sqm	1063.45	52109.05	
<b>17</b>	<b>9.1.1</b>	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately). <b>Second class teak wood</b>	0.60	cum	131576.65	78945.99	<i>RATE AS PER DSR 21 CORRECTIO N SLIP 18</i>



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18	9.20.1	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. <b>35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws</b>	43.00	sqm	3086.1	132702.3	
19	9.63.1	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete :250x10 mm	13.00	each	74.65	970.45	
20	9.65.1	Providing and fixing ISI marked oxidised M.S. door latches conforming to IS:5930 with screws etc. complete : 300x20x6 mm	13.00	each	82.4	1071.2	
21	9.81.1	Providing and fixing bright finished brass handles with screws etc. complete: <b>125 mm</b>	26.00	each	205.1	5332.6	
22	9.83	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	4.00	each	1025.65	4102.6	
23	9.100.1	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : <b>125 mm</b>	13.00	each	60.05	780.65	





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24	9.101.2	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Twin <b>rubber stopper</b>	4.00	each	62.25	249	
25	10.1	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	29.00	Kg	93.05	2698.45	
26	10.28	Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.). kg 612.25	300.00	Kg	612.25	183675	
27	11.37	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey	15.00	sqm	935.60	14034.00	



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		cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc., complete.					
28	11.41A.2.2	11.41A Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only .Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. <b>Size of Tile 600 x 1200 mm</b>	200.00	sqm	1612.75	322550.00	
29	12.41.2	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. <b>110 mm diameter</b>	55.00	meter	319.75	17586.25	



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30		Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.					
(i)	12.42.1.2	Coupler 110 mm	5.00	each	119.95	599.75	
(ii)	12.42.3.2	Single tee with door 110x110x110 mm	5.00	each	205.45	1027.25	
(iii)	12.42.5.2	Bend 87.5° 110 mm bend	5.00	each	132.00	660.00	
31	13.4.2	12 mm cement plaster of mix: 1 : 6 (1 cement : 6 coarse sand)	379.00	sqm	294.35	111558.65	
32	13.5.2	15 mm cement plaster on rough side of single or half brick wall of mix: 1:6 (1 cement : 6 coarse sand).	379.00	sqm	339.10	128518.90	
33	13.18	Neat cement punning.	10.00	sqm	67.80	678	
34	15.2.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge:- <b>Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)</b>	18.00	cum	1239.55	22311.90	RATE AS PER DSR 21 CORRECTION SLIP 18
35	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	2.00	cum	2928.10	5856.20	
36	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar.	3.00	cum	1698.45	5095.35	



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37		Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:					
(i)	17.7.2	White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap	4.00	each	2965.6	11862.40	
38	17.8	17.8 Providing and fixing white vitreous china pedestal for wash basin completely recessed at the back for the reception of pipes and fittings.	4.00	each	1500.05	6000.20	
39	17.10.1.1	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required : <b>Kitchen sink with drain board 510x1040 mm bowl depth 250 mm</b>	1.00	each	6008.45	6008.45	
40	17.22B	Providing and fixing CP Brass Single lever telephonic wall mixer of quality & make as approved by Engineer in charge. (a) 15 mm nominal dia	4.00	each	6119.2	24476.80	RATE AS PER DSR 21 CORRECTION SLIP 18
41	17.28.2.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.Flexible pipe 32 mm dia	4.00	each	104.35	417.40	
42	17.28.2.2	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.Flexible pipe 40 mm dia	1.00	each	104.35	104.35	



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43	17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : <b>Rectangular shape 453x357 mm</b>	4.00	each	1158.95	4635.8	
44	17.34.1	Providing and fixing toilet paper holder : <b>C.P. brass</b>	4.00	each	680.80	2723.2	
45	17.78	Providing and fixing white vitreous china extended wall mounting water closet of size 780x370x690 mm of approved shape including providing & fixing white vitreous china cistern with dual flush fitting, of flushing capacity 3 litre/ 6 litre (adjustable to 4 litre/ 8 litres), including seat cover, and cistern fittings, nuts, bolts and gasket etc complete.	4.00	each	13036.5 5	52146.2	
46		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. <b>Concealed work, including cutting chases and making good the walls etc.</b>					
(i)	18.8.1	15 mm nominal dia Pipes	60.00	met er	439.80	26388	<i>RATE AS PER DSR 21 CORRECTIO N SLIP 19</i>
(ii)	18.8.3	25 mm nominal dia Pipes	15.00	met er	624.70	9370.5	<i>RATE AS PER DSR 21 CORRECTIO N SLIP 19</i>



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47	18.9	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. <b>External work</b>					
(i)	18.9.3	25 mm nominal dia Pipes	40.00	met er	370.65	14826	
(ii)	18.9.4	32 mm nominal dia Pipes	40.00	met er	435.05	17402	
48	18.17.2	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 32 mm nominal bore.	4.00	each	589.90	2359.6	
49	18.18.3	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete : 25 mm nominal bore	2.00	each	399.15	798.30	
50	18.21.2.1	Providing and fixing uplasticised PVC connection pipe with brass unions : <b>45 cm length 15 mm nominal bore</b>	20.00	each	85.15	1703.00	<b>RATE AS PER DSR 21 CORRECTIO N SLIP 18</b>
51	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	2000.00	per litre	9.7	19400	



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52	18.50.1	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms. <b>15 mm nominal bore</b>	5.00	each	715.05	3575.25	
53	18.53.1	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 <b>15mm nominal bore</b>	66.00	each	500.35	33023.10	
54		Providing and fixing aluminum work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS : 733 and IS : 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom, and sides with required EPDM rubber/ neoprene gasket etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing/paneling, C.P. brass/stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately). For fixed portion					
(i)	21.1.1.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	110.00	kg	433.95	47734.50	
(ii)	21.1.1.2	Powder coated aluminium (minimum thickness of powder coating 50 micron)	715.00	kg	466.30	333404.50	



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55		For shutters of doors, windows & ventilators including providing and fixing hinges/pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)					
(i)	21.1.2.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	110.00	kg	531.80	58498.00	
56	21.3.2	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): <b>With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm)</b>	17.00	sqm	1325.55	22534.35	
57	21.13	Providing and fixing Brass 100mm mortice latch and lock with 6 levers without pair of handles (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	2.00	each	449.55	899.10	





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58	22.6	Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying: (a) after surface preparation, first layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm. (b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm. (c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around. (d) fourth and final layer of brick tiling with cement mortar (which will be paid for separately. For the purpose of measurement, the entire treated surface will be measured.	214.00	sqm	585.55	125307.7	
<b>Cost for Civil Works-Scheduled Items Inclusive GST (A)</b>						3738031.91	
<b>(B) Civil Work -Whitewash</b>							



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59	13.48A.1	Finishing walls with ready mixed Premium acrylic emulsion paint (Company Depot Tinted) having VOC less than 50 gm/litre and IJV resistance as per IS 189:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade with silicon additives. <b>New work (Two or more coats applied @ 1.43 litre/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm.</b>	379.00	sqm	154.40	58517.60	RATE AS PER DSR 21 CORRECTIO N SLIP 21
60	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	1008.00	sqm	123.85	124840.80	
61	13.83.2	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. <b>Two coats</b>	629.00	sqm	119.20	74976.80	RATE AS PER DSR 21 CORRECTIO N SLIP 21
62	13.85.3	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	629.00	sqm	62.45	39281.05	RATE AS PER DSR 21 CORRECTIO N SLIP 21
<b>Cost for Civil Work -Whitewash Works Including GST (B)</b>						<b>297616.25</b>	
<b>(C) Civil Work- Non Scheduled Items</b>							
							<b>Remarks</b>



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63	NSI-1	Providing and fixing of Hand Drier of approved make and design approved by engineer in charge.	4.00	each	2849.00	11396.00	Rates taken from Amazon Webiste
64	NSI-2	Providing and fixing of Soap Holder of approved make and design approved by engineer in charge.	4.00	each	335.00	1340.00	Rates taken from Amazon Webiste
65	NSI-3	Providing and fixing of Towel Rod Hanger of approved make and design approved by engineer in charge.	4.00	each	399.00	1596.00	Rates taken from Amazon Webiste
66	NSI-4	Providing and fixing ABS Chrome Plated Health Faucet along with minimum one meter SS flexible pipe and ABS Wall Hook of JAQUAR/ PLUMBER/KOHLER/HIND WARE make	4.00	No.	1458.04	5832.17	Rate taken from AMC Civil in Vogue
67	NSI-5	Providing and fixing Toughened glass 12mm thick in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of all other items and material required for fixing is included)	127.00	Sqm	3143.13	399177.74	Rate derived from DSR-21 Item no 21.3.2
68	NSI-6	Providing and fixing C.P Brass shower rose with 15 or 20 mm inlet: Make JAQUAR/ PLUMBER/ : 100 mm Dia	4.00	each	1355.00	5420.00	Rate taken from AMC Civil in Vogue
<b>Cost for Civil Works -Non Scheduled Items Inclusive GST (C)</b>						<b>₹4,24,761.92</b>	
<b>Total Cost for Civil Schedule &amp; Non-Schedule Items including GST (D= A+B+C)</b>						<b>₹44,60,410. 08</b>	
<b>Rupees Forty Four Lakhs Sixty Thousand Four Hundred Ten and Eight paisa Only</b>							
<b>Note: The above estimated cost is inclusive of GST.</b>							
<b>I/ We hereby quote ...To be Quoted on NIC Portal..... % above/ at par/ % below on all items placed from Sl. No-1 to 110.</b>							



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**Notes:**

1. Bidder to quote the offer (price bid) in percentage as premium/discount up to 2 places of decimal. In case of quoting the offer up to more than 2 places of decimal, same will be rounded to nearest value up to 2 places of decimal.
2. Bidder may note that, quoted price will be inclusive of BOCW cess and no separate payment shall be made from BHEL for BOCW cess.



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**Annexure-D**

**Make of Reinforcement Steel**

<b>Sr No</b>	<b>Make</b>
<b>1.</b>	BALAJEE STRUCTURAL [INDIA] LTD
<b>2.</b>	BEEKAY STRUCTURAL STEELS.,
<b>3.</b>	C.G.ISPAT ( P ) LIMITED.,
<b>4.</b>	CHENNAI UNITED METAL INDUSTRIES
<b>5.</b>	Divyansh Steel Private Limited
<b>6.</b>	JEEVAKA INDUSTRIES PVT LTD
<b>7.</b>	JINDAL STEEL & POWER LIMITED,
<b>8.</b>	K L STEELS (P) LTD,
<b>9.</b>	KANISHK STEEL INDUSTRIES Ltd.,
<b>10.</b>	KHYATI ISPAT LTD
<b>11.</b>	MADHAV STELCO PVT. LTD
<b>12.</b>	MAHAVIR STEEL INDUSTRIES LTD.
<b>13.</b>	MTC BUSINESS PVT LTD
<b>14.</b>	NANDAN STEELS & POWER LTD.,
<b>15.</b>	NOBLE TECH INDUSTRIES PVT. LIMITED,
<b>16.</b>	PMP IRON AND STEELS (INDIA) LTD
<b>17.</b>	PRIME ISPAT LIMITED,
<b>18.</b>	RAMSONS CASTINGS PVT LTD
<b>19.</b>	RASHTRIYA ISPAT NIGAM LIMITED
<b>20.</b>	RELIABLE SPONGE PVT.LTD.,
<b>21.</b>	SHRI BAJRANG ALLIANCE LTD.
<b>22.</b>	SKS ISPAT & POWER LTD,
<b>23.</b>	STEEL AUTHORITY OF INDIA LTD
<b>24.</b>	Sanvijay Rolling & Engineering Ltd
<b>25.</b>	THALAIVAR STEELS LIMITED
<b>26.</b>	VANDANA ISPAT LIMITED
<b>27.</b>	VANDANA ROLLING MILLS LIMITED
<b>28.</b>	JSW Steel
<b>29.</b>	Tata Steel
<b>30.</b>	Vedanta
<b>31.</b>	ArcelorMittal Nippon Steel India (Formerly Essar Steel)
<b>32.</b>	Tata Steel BSL



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**BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF  
EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND  
RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS  
CESS Act, 1996 & CESS RULES, 1998**

Above titled Acts are applicable on this work. Contractor shall ensure compliance of all the provisions of the BOCW Act along with the allied Rules by ensuring obtaining of license and deposition the cess under the Cess Act along with the allied Rules. Further, it may be ensured as under: -

1. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.
2. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work including all type of supplied materials, involving building or construction workers engaged by the contractor.
3. It shall be the responsibility of the contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the contractor during the preceding month.
4. It shall be the absolute responsibility of the contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
5. Contractor shall indemnify BHEL from all consequences/liabilities/penalties in case of non-compliance of the provisions of BOCW Act along with the allied Rules and the Cess Act along with the allied Rules, by the contractor.

**Note:**

- 1.0 The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act.
- 2.0 The contractor may consider the cost of construction for levy of BOCW Cess inclusive of GST.
- 3.0 1% amount of the all RA Bill will be held and the same will be released after submission of BOCW cess paid challan.
- 4.0 Final bill of this contact shall be processed only after receipt of all BOCW cess paid challan and clearance from BOCW.

**Bidder may note that, quoted price will be inclusive of BOCW cess and no separate payment shall be made from BHEL for BOCW cess.**

**GENERAL CONDITIONS OF CONTRACT (GCC)  
FOR WORKS/SERVICE CONTRACTS**



**BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY EQUIPMENT REPAIR PLANT  
TARNA, SHIVPUR  
VARANASI-221003**

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## **CHAPTER I**

### **DEFINITIONS**

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically mentioned.
- b) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.
- c) "WORK" means all Permanent and Temporary Works as described in the Scope of Work and BOQ in individual work order and /or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer - Incharge in writing, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- d) The "SITE" means the land and/ or other place on/into/ through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- f) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an employee of BHEL as may be duly appointed and authorized by Competent Authority/Accepting Officer of BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- g) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its unit HEAVY EQUIPMENT REPAIR PLANT located at Tarna, Shivpur Varanasi, Uttar Pradesh -221003.

- h) "COMPETENT AUTHORITY" /" ACCEPTING OFFICER" shall mean Executive Director or General Manager (In charge) or General Manager-Head of Unit (HERP) or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In charge) or General Manager of BHEL.
- i) "DEFECT LIABILITY PERIOD" (DLP) in relation to a work means the specified period from the date of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication/erection/construction defects covering all materials plants, equipment, components, and the like supplied by the Contractor, works executed against workmanship defects.
- j) "Letter of Intent/Letter of Award (LoA)" means the formal letter of intent or letter of acceptance or letter of award issued by BHEL.
- k) "SCC" means 'Special Conditions of Contract forming part of this Contract / Agreement.
- l) "Bill of Quantity" shall mean subsequent to the placement of the Contract/Agreement/Purchase Order the successful bidder shall be required to furnish the detailed price break-up within a specified time frame. This detailed break-up of items and prices shall be considered as Bill of Quantities (BOQ).
- m) Engineer shall mean an Executive of Engineer in charge.
- n) NIT shall mean notice inviting tender.
- o) First Party shall mean BHEL.

## CHAPTER II

### 2.0 GENERAL INSTRUCTIONS TO THE TENDERERS

#### 2.1 GENERAL INSTRUCTIONS

The General Condition of Contract form part of the Tender Specifications. All pages of the tender documents shall be duly signed stamped and submitted along with the offer by the tenderers.

Tenderers are advised to study all the tender documents carefully. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

#### 2.2 SUBMISSION OF TENDERS

- 2.2.1. The tenderers must submit their tender as per instructions in NIT in hard copy (if enquiry has been floated through conventional mode) or online through e-procurement portal (if enquiry has been floated through e-procurement) only.
- 2.2.2. Tenders submitted by Post shall be sent by Post with due allowance for any postal/ courier delays. BHEL shall not be responsible for any postal delay.
- 2.2.3. In addition to submission of paper bid, bidder may submit offers by E-mail which shall be processed as per the Standard operating procedure.
- 2.2.4. Tenders shall be signed by a person authorised/empowered to do so. An attested copy of the power of attorney, in case the tender is signed by an individual other than the sole proprietor, shall be submitted along with tenders with details mentioned under:

Individual tenderer	His / her full name, address and place & nature of business.
For partnership firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
For companies	Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

2.2.5. Unless otherwise specified in NIT the bids shall be invited in two parts:

**PART I Techno- Commercial bid: This shall consider of following documents:**

- Technical specifications of the offer.
- Duly filled form and documents in support of meeting the pre-qualifying requirement.
- Signed and stamped unpriced copy of Price Bid.
- Duly filled Contractor Registration Form (CRF).
- DD/EFT/UPI/FDR receipt for the amount equal to Tender cost as mentioned in NIT in favour of 'BHEL VARANASI' payable at Varanasi or Account details mentioned under:

EFT /RTGS Details	UPI Details
Bank Name: State Bank of India, IFSC Code: SBIN0000201, Account No: 011103264820, Branch Code: 0201, Address: State Bank of India, Main Branch Kachaheri, Varanasi.	Scan & Pay Using Any UPI App to UPI ID: bhel20@sbi MERCHANT NAME: BHARAT HEAVY ELECTRICALS LTD

**PART II Price Bid as per NIT.**

2.2.6 The Part-I and Part-II are to be uploaded on eProcurement portal i.e. <https://eprocurebhel.co.in/> / GeM Portal ([www.gem.gov.in](http://www.gem.gov.in)) .

**2.3 EVALUATION OF TENDERS**

- Technical bids submitted by the tenderer will be opened first & evaluated for fulfilling Pre Qualifying requirement and other conditions in NIT/ Tender documents
- The bid will be opened as per date & time mentioned in NIT.
- The Bidder or his authorised representative may be present at the time of opening of bid on the specified date after seeking written permission in this regard from Tender Inviting authority taken prior to Tender opening date. A copy of confirmation /acceptance must be produced in the office by the person attending the opening of bid else he shall be denied permission to attend the opening of bid.
- In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

## 2.4 EARNEST MONEY DEPOSIT

2.4.1 EMD amount will be as indicated in NIT

2.4.2 The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening).
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iv) Fixed deposit receipt (FDR) issued by any scheduled banks/ Public Finance Institutions as defined in Companies Act (FDR should be in the name of the **contractor, a/c BHEL Varanasi**).
- (v) Insurance Surety Bonds

In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

### 2.4.3. FORFEITURE OF EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

2.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting deptt., not below the rank of AGM.

2.4.5 EMD shall not carry any interest.

2.4.6 SPECIAL CONDITIONS FOR MSE: Refer Clause No-2.5.5.

## 2.5 SECURITY DEPOSIT 'SD':

2.5.1. The total amount of Security Deposit would be as mentioned in NIT. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in NIT. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest as mentioned herein above.

2.5.2. Security deposit may be furnished in any one of the following form:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the **Contractor, a/c BHEL, Varanasi**)
  - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
  - vi) [Insurance Surety Bonds](#)
- (Note: BHEL 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)

### 2.5.3. COLLECTION OF SECURITY:

- 2.5.3.1 [Under clause Breach of contract, Remedies and Termination, to ensure recovery of an amount equivalent to 10% of the contract value, Security Deposit will be 10% of allotted contract value which will be submitted by successful bidder before start of work in one go. In case of delay in submission of performance security, enhanced performance security which would include interest \(Repo rate + 4%\) for the delayed period, shall be submitted by the bidder.](#)
- 2.5.3.2 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 Contractor or recovered from payment/s due to the Contractor.
- 2.5.3.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

### 2.5.4 REFUND OF SECURITY DEPOSIT:

- 2.5.4.1 After expiration of the Defect Liability period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit shall be refunded to the contractor as follows: 100% shall be released after satisfactory completion of the Defect liability period of the work duly after verification/certification by Engineer-In-charge.
- 2.5.4.2 The Defect liability period of work shall be as per section 2.6.

### 2.5.5. SPECIAL CONDITIONS FOR MSEs- EXEMPTIONS

- 2.5.5.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon.
- 2.5.5.2 MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit **Valid UDYAM certificate**
- 2.5.5.3. Date to be reckoned for determining the deemed validity will be the date of bid opening.
- 2.5.5.4. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Above required documents are to be uploaded on the portal.
- 2.5.5.5. In case of any change in the MSE status of the bidder, it shall be responsibility of the bidder to notify the change as a part of the bid

document. if at a later date it comes to notice of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary action suspension of the business dealing with the bidder as per procurement policy of BHEL.

## **2.6 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD**

Unless otherwise specified in Special Conditions of contract (SCC), the contractor shall be responsible for the quality of the workmanship and shall make good or remedy at his own expense within defect liability period which shall be for a period of 12 months from date of completion of works or else as mentioned in special conditions for contract. During this period the contractor shall rectify free of cost all defects due to faulty erection, installation & commissioning detected during defect liability period. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost (Refer Clause 4.9), without prejudice to any other rights & recover the same from the Security deposit.

### **2.6.1 BANK GUARANTEES**

2.6.1.1 Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with:

- Bank Guarantees shall be from scheduled Banks/ Public Financial Institutions as defined in the companies Act.
- The Bank Guarantees shall be as per prescribed format approved by BHEL.
- It is the responsibility of the bidder to get the Bank Guarantees revalidated/ extended for the required period (subject to a minimum period of 6 months), as per the advice of Engineer in charge.
- BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- In case of extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Head of Department and approved by the Head of unit.

2.6.1.2. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder

2.6.1.3. Bidders to note that any corrections to the Bank Guarantees shall be done by issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

2.6.1.4. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the head of contracting department.

2.6.1.5. The validity of Bank Guarantee towards security deposit shall initially up to completion period plus defect liability period + 3 months (claim period) and the same shall be further kept valid as per advice of Engineer in charge.

2.6.1.6. Further BHEL reserves the right of forfeiture of security deposit in addition to other claims & penalty in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms & conditions of the contract. BHEL reserves the right to set off the security deposit against any claims of any contracts with BHEL.

2.6.1.7 Release of SD: 100% SD shall be released only after expiry of Defect liability period subject to satisfactory completion of work as per contract & submission of claim as per prescribed claim format.

## **2.7 TENDOR COST:**

Bidders must deposit the Tender cost as mentioned in the NIT through EFT and submit proof of the same along with bid.

## **2.8 VALIDITY OF OFFER:**

The validity of the offer shall be 90 days or else as specified in NIT.

## **2.9 RIGHT OF BHEL TO REJECT TENDERS:**

2.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

2.9.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

2.9.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.

2.9.4 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidders happen to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.



## **CHAPTER III**

### **3.0 CONTRACT EXECUTION & PERFORMANCE**

#### **3.1. GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION**

- 3.1.1. The decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the contractor.
- 3.1.2. In case of any discrepancy between the specification and / or the drawing, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonable and obviously and fairly intended for the satisfactory completion for the work, whose decision shall be final and conclusive.
- 3.1.3. The contractor shall, at his own expense, supply all stores and material required for the contract other than those which may be provided by BHEL at the rates detailed therein subject availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best quality as described in the specification and the contractor shall ensure that the stores and materials comply with the specifications.
- 3.1.4. The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.
- 3.1.5. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. Contractor/ authorized supervisor of the contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3.1.6. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3.1.7. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 3.1.8. The successful tender's responsibility under these contracts commences from the date of issue of the letter of intent (LOI) by BHEL. The tenderer shall submit unqualified acceptance to the letter of intent/ award within the period stipulated therein.
- 3.1.9. The successful tender shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of the LOI/ LOA and in any case before releasing the first running bill. The contract agreement shall be signed by a person dully authorised/ empowered by the tender. The expenses for preparation of agreement document shall be borne by BHEL except cost towards purchase of non-judicial stamp paper.
- 3.1.10. After signing the formal contract agreement, as above, BHEL shall issue work order to the party containing all salient features of the contract agreement required by both the parties.
- 3.1.11. Contractor shall carry out operations hereunder with due diligence shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by

BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job.

### **3.2. WORK COMPLETION TIME**

- 3.2.1 Time is the essence of the contract and is specified in the Special Conditions of Contract of the Tender document
- 3.2.2. The Contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 3.2.3. If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest money and or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 3.2.4. The contract shall be considered and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of contract, BHEL shall issue a completion certificate as per standard format, based on specific request of contractor.
- 3.2.5. The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL.

### **3.3. EXTENSION OF TIME FOR COMPLETION**

- 3.3.1. If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.
- 3.3.2. Based on the progress review & performance evaluation, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of the backlog attributable to the contractor. Any further 'Time extension' at the end of the previous extension shall be worked out similarly.
- 3.3.3. However, if any 'Time Extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk & cost of contractor.
- 3.3.4. At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force Majeure conditions and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of times extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed / levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

### **3.4. PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

- 3.4.1. As soon as possible after awarding of work, the Engineer-In-charge and the contractor shall (if so required by the Engineer-In-charge) agree on major milestones/ Action Plan / time and progress chart for completion of the work within scheduled time. The chart in the work order shall have the completion date of the individual items thereof and/ or the contract or order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various processes or sequences of the work, and shall be amended as may be required by agreement between Engineer-In-charge and contractor writing the limitations of time imposed in the tender document or order.
- 3.4.2. In the absence of any specific time and progress chart to be agreed to between the contractor and Engineer In charge, the contractor shall ensure and maintain, uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and the proportion of work that shall be completed up to any time in relation to the entire work to be done under the contract or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the tender documents or order.
- 3.4.3. The contractor shall suspend the execution of the work or any part or parts thereof whenever called upon in writing by the Engineer-In-charge. The contractor will be allowed an extension of time for completion limited to not less than the period of suspension but no other claim in respect for compensation or otherwise whatsoever will be admitted. Time may also be extended to allow for alteration of work made by the deviation order as may be decided upon by the Engineer-In-charge in consultation with the contractor.
- 3.4.4 Unless otherwise specified in the Special conditions of contract, evaluation of Contractor Performance shall be carried out as per procedure for performance evaluation. These shall also be used for evaluation of bids for future tenders.

### **3.5. QUANTITY VARIATION**

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value unless specifically mentioned in NIT.

### **3.6. EXTRA WORKS**

- 3.6.1. All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.
- 3.6.2. Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.
- 3.6.3. All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL

engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

### **3.7. STRIKES & LOCKOUT**

- 3.7.1. The contractor will be fully responsible for all disputes and other issues connected with his labour.
- 3.7.2. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

### **3.8. DELAY AND EXTENSION OF TIME:**

3.8.1 The Contractor shall be entitled to extension of time in following cases:

#### **3.8.1.1 FORCE MAJEURE**

The following shall amount to Force Majeure: -

- 3.8.1.1.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil Commotion, local combination of worker strike or lockout, Police Action, Revolution, Flood, serious loss or damage by Fire, Cyclones, Earthquake and epidemic and other similar causes over which the contractor has no control.
- 3.8.1.1.2 Non-availability of stores, which are responsibility of BHEL etc. the same shall be covered under force majeure.
- 3.8.1.1.3 By reason of any other cause, which in the absolute discretion of the (Accepting officer of the contract) beyond the contractor control.
- 3.8.1.2. The Contractor's work held up for not being given possession of or access to the Site by BHEL.
- 3.8.1.3. Instruction of the Engineer-in-charge to suspend the Works and the Contractor not being in default as to reasons of suspension;
- 3.8.1.4 Any order of Court restraining the performance of the Contract in full or in any part thereof;
- 3.8.1.5 Any other event or occurrence which, according to BHEL is not due to the Contractor's failure or fault, and is beyond its control without BHEL being responsible for the same;
- 3.8.1.6 Acts or omissions of other Consultants in executing their works not forming part of the Contract.

3.8.2. Except as mentioned above, the Contractor shall not be entitled to any extension of time for any reason whatsoever including:

- 3.8.2.1. The Contractor shall not be entitled to any extension of time where the instructions or acts of BHEL are necessitated by or intended to cure any default of or breach of the terms of the Contract committed by the Contractor;
- 3.8.2.2. The Contractor shall also not be entitled to any extension of time where any delay is due to:
- The failure of its Subcontractor, to commence or to carry out the part of the Works in due time; or

- Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials; or
  - Inclement weather conditions except in case of Force Majeure;
- 3.8.3. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by factors mentioned in Clause 3.8.1 above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor reports to BHEL in writing the causes of delay within 07 days of its occurrence and the contractor shall not be eligible for any compensations.
- 3.8.4 When in such case(s) the accepting officer (or higher Authority), on recommendation of the Engineer-In-charge, may make fair and reasonable extension, in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer- In-charge in writing, but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-In-charge to proceed with the work.

### **3.9. INSURANCE**

- 3.9.1. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.
- 3.9.2. It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act.
- 3.9.3. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 3.9.4. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer.
- 3.9.5. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
- 3.9.6 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

### **3.10 TEMPORARY WORKS**

- 3.10.1 All Temporary Works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at its own cost and subject to the consent of the Engineer-in-Charge, shall be removed by the Contractor at its own expense when such Works are no longer required and in such manner as the Engineer-in-Charge shall direct. In case the Contractor fails to remove the Temporary Works on completion of the Works, the Engineer-in-charge is authorized to get such Temporary

Works removed and recover the cost thereof from the Contractor or deduct such costs from the payments to be made to the Contractor.

- 3.10.2 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

## **CHAPTER-IV VALUATION AND PAYMENT**

### **4.1. RECORDS AND MEASUREMENTS:**

- 4.1.1. All items having a financial value shall be entered in the BHEL Measurement book so that a complete record is obtained on all work performed under the contract.
- 4.1.2. Measurement shall be carried out as per unit mentioned in the bill of quality (price-bid).
- 4.1.3. The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.
- 4.1.4. The Engineer-In-charge shall give reasonable notice in writing to the contractor of appointments for measurements.
- 4.1.5. The contractor shall without extra charge, provide assistance with appliance and other things necessary for measurements.
- 4.1.6. The contractor shall bear all the cost of measurement of his work.
- 4.1.7. Measurement shall be entered in the BHEL measurement book and signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of BHEL in the Measurement Book or against the item or items objected to, and such note shall be signed and dated by both parties engaged in taking the measurements.
- 4.1.8. If as a result of such objection it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that not error found by this remeasurement amount to less than 5% (five percent) of the value as recorded by the first measurement.
- 4.1.9. If the contractor's representative fails to attend when requires, the Engineer-in-Charge shall have power to proceed by himself to take measurements, and in that case these measurements shall be accepted by the contractor as final.

### **4.2. RUNNING & FINAL BILLS:**

- 4.2.1. For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer-in-charge, the contractor shall prepare & forward certified bills & work out the financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after affecting the recoveries due from the contractor.
- 4.2.2. The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Engineer in Charge. No charge shall be allowed to the contractor on account of the preparation of the final bills.
- 4.2.3. Final bill shall be submitted as per prescribed format after completion of work as per scope and upon material reconciliation (if apply) along with the following –
  - No claim certificate by contractor on a non-judicial stamp paper or Indemnity bond as per prescribed format duly notarized indemnifying BHEL in respect of specified works contract against all claims & demand against third party liability including labour and government agencies.
  - Clearance certificates which ever applicable viz., clearance certificate from customer, various statutory authority like labour department, PF authority commercial tax dept. etc.
- 4.2.4. BHEL, after receipt of the Bill/invoice complete in all respects, shall settle the final bill to contractor after deducting all dues to BHEL, within the stipulated days as per Clause 4.3.

#### 4.3. PAYMENT OF BILLS:

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non - MSME	90 Days
Where ILC payment terms are being given in tenders floated outside GeM	120 Days

The due date will be reckoned from the date of submission of the bill/Invoice which is complete in all respects.

The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. For payment of GST refer clause 4.5.2.

#### 4.4. RECOVERY FROM THE CONTRACTOR:

4.4.1. Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

4.4.2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
- d) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.

4.4.3 For civil contracts, recoveries on account of water supply charges shall be made at the rate of 0.1% of executed contract value unless exempted as per terms & conditions of contract.

4.4.4 Recoveries for tools, plant, electricity shall be effected as per terms & conditions of the contract.

#### 4.5. TAXES AND OTHER DUTIES:

4.5.1 All statutory taxes, cess, levies & duties shall be deducted from the payment, as per GST Act 2017 & other prevailing government rules.

4.5.2. GST RELATED TERMS & CONDITIONS



4.5.2.1 Bidder has to specify the following in their techno commercial bid (part I bid in case of two part bid):

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

4.5.2.2 Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

4.5.2.3 Dealer opting for Composition Scheme in case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

4.5.2.4 Reimbursement of GST shall be made by BHEL HERP on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, HERP. Hence, Contractor has to ensure compliance as follows:

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor:

4.5.2.5 Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-HERP or through bank or under LC or through any other mode.

4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

4.5.2.9 In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

4.5.2.10. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall have made to the contractors simultaneously with their

work/services invoices. GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.
- (c) Display of GST credit against BHEL GSTIN NO.09AAACB4146P2ZC on GSTN portal.

#### **4.6. INCOME TAX- IT:**

All statutory taxes & levies shall be deducted from the payment, as per prevailing government rules.

#### **4.7. MISCELLANEOUS CHARGES:**

Unless otherwise specified in the Special conditions of Contract, Water & Electricity shall be provided by BHEL free of cost.

All charges on account of octroi, terminal, Entry tax, royalty or sales tax and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be borne by the contractor.

#### **4.8. LIQUIDATED DAMAGE (LD)**

4.8.1. If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

4.8.2 LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier.

For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e.  $T2 = (1 - X/Y) \times T1$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Reason for the delay due to drawing, foundation, deputation of resources etc. will be documented properly for delay analysis and same to be submitted to finance for LD calculation, if applicable.

#### 4.9. Risk & Cost Amount against Balance Work

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

Where A= Value of Balance scope of Work as per rates of new contract

B= Value of Balance scope of Work as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor to be taken as 5

7. The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase.

#### 4.10. No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

## CHAPTER- V

### 5.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LAWS, EMPLOYMENT OF WORKERS ETC.

5.1. The contractor should ensure compliance of labour laws, payment of wages, bonus, PF, ESIC, allowances for safety & hardship & other nonmonetary/ statutory benefits etc to labours employed by him either directly or through sub- contractors, in accordance with the provisions of:

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of wages Act.
- Minimum Wages act 1948,
- Employees State Insurance Act 1948, Rules and regulations 1950.
- Employees Provident Fund Act 1952 and Pension Scheme 1995.
- Employees Compensation Act 1923.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- Payment of Bonus Act 1963.
- Inter State Migrant Act.
- Building and Other Constructions Workers Act, 1996,

5.2. The contractor shall at all times indemnify BHEL HERP against all claims, damages or compensation under the provisions of above acts or any modifications thereof or any other law relating thereof and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or preceding arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compendia any such claim.

5.3 The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer.

5.4 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as per Employee's Compensation Act, 1923 & Guidelines for Settlement of Claims for Compensation on accidents applicable to the Department of Public Enterprises.

5.5 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.

5.6. In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers as per Factory Act, Maternity Benefit Act and other laws of Uttar Pradesh.

5.7. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

- 5.8 All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer-in-charge with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions.
- 5.9. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- 5.10. The contractor shall arrange for such personal protective equipment as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- 5.11. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.
- 5.12 The Contractor shall not deploy any person below the age of 18 years or above the age of 60 years.

## **CHAPTER- VI**

### **6.0 RIGHTS OF BHEL FOR TERMINATION/CANCELLATION OF CONTRACT**

- 6.1. BHEL reserves the right to withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 6.2. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of Two weeks by BHEL in any of the following cases:
- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
  - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
  - iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
  - iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
  - v). Assignment, transfer, subletting of Contract without BHEL's written permission.
  - vi). Non-compliance to any contractual condition or any other default attributable to Contractor.
- 6.3. If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer-In-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

- 6.4. The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer-In-charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

## **Chapter VII**

### **7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES.**

#### **7.1 SETTLEMENT OF DISPUTES & ARBITRATION:**

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the BHEL Conciliation Scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites <https://herp.bhel.com> and [www.bhel.com](http://www.bhel.com).
- iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
- vi. The vendor shall continue to perform the contract, pending settlement of dispute(s).

#### **7.2. LAWS GOVERNING THE CONTRACT:**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

#### **7.3. ORDERS UNDER THE CONTRACT:**

All orders, notices etc. to be under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in tender of the contractor, shall be deemed to have been on the date when in ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

#### **7.4. JURISDICTION OF COURT:**

All disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (U.P.) Only.

#### **7.5. CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later.

Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

#### **7.6. REVERSE AUCTION:**

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time. (Refer Guidelines for Reverse Auction–2021 (AA:SSP:RA:05 dated 08.03.2021) revised as on 10.03.2021).

#### **7.7. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:**

Guidelines for suspension of business dealings with suppliers/ contractors: the revised guidelines for suspension of business dealings are available on BHEL website at “www.bhel.com” on “supplier registration page”. Respective bidders / suppliers may refer this before quoting as per their requirement. Action against the defaulted suppliers/ contractors' shall be taken as per these guidelines only.

#### **7.8 PUBLIC PROCUREMENT POLICY:**

As per the directives of government of India in form of public procurement (preference to make in India) order, 2017 and subsequent orders, BHEL will extend the purchase preference to Indian vendors over foreign suppliers for items identified by the respective nodal ministries from time to time. “for this procurement, public procurement (preference to make in India), order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this nit but before finalization of contract/ PO/ WO against this nit. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.”

#### **7.9 OTHER ISSUES:**

Value of Non judicial Stamp paper for Bank guarantee and for Contract agreement shall be not less than Rs.100 unless otherwise required under relevant statutes.

In case of any conflict between the General Conditions of Contract and special Conditions of contract, provisions specified in the Special conditions of contract shall prevail.

BHEL may not insist for signing of Contract Agreements in respect of low value and short time period.

#### **7.10 INTEGRITY PACT (IP):**

The revised Implementation Circular, IP document and the IP clause will be applicable for all tenders (covered under Purchase Policy/ Works Policy) above threshold value (presently Rs. 2 Cr.) floated on or after 01.04.2022 as per SS&P Ref: AA: SSP: IP Circular No. 32 of 2021-22 dated 28.02.2022 & Ref: AA: SSP: IP:22-23:01 Circular 12 of 2022-23 dated 26.07.2022.

#### **8. Conflict of interest among Bidders/Agents:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy financial stake from any of them; or

- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. however, this does not limit the inclusion of the components/ sub-assembly assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. one manufacturer can also authorise only one agent/dealer. there can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal; or
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. similar restrictions would apply to closely related sister companies. bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

**9. Breach of contract, Remedies and Termination**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.



	<p align="center"><b><u>Guidelines to Contractors</u></b> <b><u>filling up the Registration Form</u></b></p>	<b>Document No.</b>	<b>AA:MM:SR:01</b>
		<b>Revision No.</b>	<b>01</b>
		<b>Page No.</b>	<b>I of II</b>

1. Registration Form may be obtained from BHEL website [www.bhel.com](http://www.bhel.com).
2. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit/ Power sector Region.
3. The Contractor Registration Form has three sections:


**Section-I: COMPANY PROFILE AND GENERAL INFORMATION**

**Section-II : RESOURCES OWNED BY THE COMPANY**

**Section-III : WORK EXPERIENCE**

For each of the Work experience format filled up, the following needs to be attached:

- i) Self attested Copy of Work Order/Award letter and allied documents containing interalia (a) Brief Description of work, (b) Value of Contract (c) Time schedule
  - ii) Completion Certificates (Any one of the following):
    - a) Self attested copies of Work Completion Certificates issued by Owner or agency who has awarded the contract. BHEL reserves the right to verify the authenticity of the document from the originator. Hence kindly see that all contractual details are available in the completion certificates to lend easy verification if required.
    - b) Self attested copies of Protocol signed by Client and Owner, indicating the completion/achievement/execution of the Milestone achieved
    - c) Self attested copies of 'Final Bill' verified by Client/Customer which indicates the Quantum of work not less than that specified in Basic QR
    - d) Documentary evidence issued by Owner/Client, indicating the progress of Work achieved not less than that specified in the Basic QR even if the total contract is not completed/closed
  - iii) Relevant documents for each 'WORK EXPERIENCE' format being filled up are to be submitted.
4. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention "Not Applicable". The form is to be signed by the authorised signatory.
  5. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
  6. Any information / clarification required by BHEL during evaluation must be given expeditiously.
  7. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
  8. Incomplete forms will be rejected.
  9. Please fill up the check- list given below and send along with the Supplier Registration Forms to BHEL.
  10. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Annexure VIII (page 4 of 4).
  11. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

	Check List for Contractor Registration Form	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	II of II

Sl.No.	Check-Point	Yes/No
1.	Information against all points under “Organizational Information “ has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Technical requirements, specifications, drawings ,standards have been received from BHEL before filling up Technical Competence.	
4.	All the parts of the form & enclosures have been signed by Authorised Signatory.	

**Signature & seal**

**Date :**

(Authorised Signatory)

**Note:** This check list is to be attached with the filled up Contractor Registration Form.

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-I: Company Profile & Organisational Information

##### **1.1 GENERAL INFORMATION**

Sl No	Detail/Particulars	Remarks by BHEL, if any
1.1.1	<b><u>Name of Company seeking Registration:-</u></b>	
1.1.1a	Work description/package for which registration is sought.	Package code to be given by BHEL
1.1.2	Date of Incorporation/Establishment :- (Please attach Certificate of Incorporation)	
1.1.3	<b><u>Registered Office Address:-</u></b>  ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.4	<b><u>Head Office Address:-</u></b>  ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.5	<b><u>Mailing Address:-</u></b>  ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.6	<b><u>Officer to be contacted for clarification on CONTRACTOR Empanelment:-</u></b> Name & Address  ➤ Tel No : ➤ Fax No : ➤ Email ID:	

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-I: Company Profile & Organisational Information

		Remarks by BHEL, if any
1.1.7 i	<b><u>Branches:-</u></b> Address:-  ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
ii	Address:-  ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
iii	Address:-  ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
1.1.8 i	<b><u>Sister Concerns if any:-</u></b> Address:-  ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	
ii	Address:-  ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-I: Company Profile & Organisational Information

#### 1.2 OWNERSHIP INFORMATION

1.2.1	TYPE OF COMPANY (please tick “√” <b><u>any one</u></b> applicable)	Documents to be submitted	Remarks by BHEL, if any
i	Govt of India Undertaking <input type="checkbox"/>		
ii	State Govt Undertaking <input type="checkbox"/>		
iii	Public Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
iv	Private Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
v	Co-operative Society <input type="checkbox"/>	Society Rules and Byelaws	
vi	Partnership Firm <input type="checkbox"/>	Partnership deed	
vii	Proprietorship <input type="checkbox"/>	Professional Tax Registration & Municipal Registration	
viii	Any Other (specify) <input type="checkbox"/>	Supporting docuemnts	

1.2.2	DIRECTOR/PARTNER/OWNER/PROPRIETOR INFORMATION	Position Held In Company	Remarks by BHEL, if any
i			
ii			
iii			
iv			

#### 1.2.3 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.

NAME :  
 STAFF NO. :  
 DESIGNATION :  
 Unit & DEPARTMENT :  
 RELATIONSHIP :

#### 1.2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :  
 STAFF NO. :  
 DESIGNATION :  
 UNIT & DEPARTMENT :  
 DATE OF LEAVING SERVICE :

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-I: Company Profile & Organisational Information

##### 1.3 REGISTRATION PARTICULARS

Sl No	Description ( PLEASE INDICATE PARTICULARS IN THE SPACE PROVIDED FOR EACH)	Required for	Documents to be submitted	Remarks by BHEL, if any
a	INCOME TAX (PERMANENT AC NO):-	All categories	Copy of Certificate	
b	SERVICE TAX REGISTRATION / GST NO.	All Categories	Copy of Certificate	
c	<b>Sales Tax VAT Registration Number and Date :</b>			
	1	As applicable	Copy of Certificate	
	2.	As applicable	Copy of Certificate	
	3.	All categories	Copy of Certificate	
	4.	As applicable	Copy of Certificate	
	5.	As applicable	Copy of Certificate	
d	PF Registration	All categories	Copy of Certificate	
e	CPWD/Government Organisation	As applicable	Copy of Certificate	
f	Geological Survey Of India/Equivalent	For Geo Tech Investigationsetc	Copy of Certificate	
g	IBR	For Boiler and IBR Piping	Copy of Certificate	
h	Contractorship License for Electrical Works (from any State/Union Territory of India)	For Electrical Works	Copy of Certificate	

<b>1.4</b>	<b>MANPOWER</b>	<b>Remarks by BHEL, if any</b>
A	Organisation Strength ( In number): (please submit Organisation Chart)	

B	List of Key Persons on rolls of the Company				
	Category	No of persons in the Company	Qualification	Total work experience	Remarks by BHEL, if any
i	Resident Managers/Resident Engineers				
ii	Site Engineers (Erection & Commissioning)				
iii	Site Engineers (Quality)				
iv	Site Safety Co-ordinators				
v	Site Supervisors				
vi	Skilled Workmen				
vii	Others				

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-I: Company Profile & Organisational Information

#### 1.5 OTHER PARTICULARS

A	Registration with BHEL and Other Firms	Registration/ Empanelment Number	Registration/ Empanelment valid upto	Document to be submitted	Remarks by BHEL, if any
i	BHEL/Northern Region			Documentary evidence	
ii	BHEL/Eastern Region			Documentary evidence	
iii	BHEL Southern Region			Documentary evidence	
iv	BHEL Western Region			Documentary evidence	
v	Electricity Boards			Documentary evidence	
vi	NTPC/other Public Sector/Private Sector			Documentary evidence	
vii	PWD/Railways			Documentary evidence	

B	BANKING DETAILS OF COMPANY		
	Information of Bank Account of Company	Document to be submitted	Remarks by BHEL, if any
	<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/RTGS) is to be submitted</p> <ol style="list-style-type: none"> <li>1. Name of the Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch</li> <li>4. City/Place</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> <li>9. Details of other Bankers (for reference purpose only)</li> </ol> <p><b>NOTE :</b> CONTRACTORs who have already submitted the above information are requested to submit a copy of the same</p>	Information of Bank Account of the Company, duly endorsed by the Bank	

## BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

### SECTION-I: Company Profile & Organisational Information

1.6	QUALITY SYSTEMS	Certificate Number and Valid upto	Document to be submitted	Remarks by BHEL, if any
A	Accreditation to ISO 9001		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
B	Accreditation to ISO 14000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
C	Accreditation to OHSAS 18000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
D	In House Quality Systems		Copy of quality manual .	

### 1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

Sl No	Financial Information	Financial Value in Rupees in Lakhs (Audited)		Remarks by BHEL, if any
		Year	Value in Rupees in lakhs	
i	<b>NET WORTH (Latest)</b> Paid up Share Capital* + Reserves			
ii	<b>SALES/TURN OVER</b>  (Last three Financial Years)			
		<b>Average</b>		
iii	<b>CASH PROFIT (PAT + Non Cash Expenditure viz Depreciation)</b>  (Last three Financial Years)			
iv	Whether CONTRACTOR has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)		YES/NO	
v	Whether CONTRACTOR is a potential sick Company (If 'YES' enclose details)		YES/NO	
vi	Copies of Audited Annual Accounts (Balance Sheet, P&L Account, Cash flow statement) for the last three (3) years to be submitted.			
vii	Status of Tax assessments done under various laws (Income Tax, GST, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.			

Legend:

# : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be



# **BHARAT HEAVY ELECTRICALS LIMITED** **CONTRACTOR REGISTRATION FORM**

## **SECTION-II: Resources owned by the company**

### RESOURCES

#### A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year	Quantity	Remarks

1. Please indicate all important T&Ps, Machinery owned by Company
2. Please use additional sheets if required

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-II: Resources owned by the company

#### B) INSPECTION, MEASURING AND TESTING EQUIPMENTS OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year of make	Quantity	Next Calibration due	Remarks

1. Please indicate all important Inspection, Measuring and Testing Equipments owned by Company
2. Please use additional sheets if required

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION-II: Resources owned by the company

- C) TIEUPS or RATE CONTRACTS ENTERED INTO BY THE COMPANY FOR PROVIDING VARIOUS SERVICES WHICH THE COMPANY PROPOSES TO INDICATE

SL NO	SERVICES FOR WHICH TIEUPS / RATE CONTRACTS ENTERED FOR PROVIDING SERVICES	PLEASE INDICATE WHETHER SHORT TERM ( 1 YEAR) OR LONG TERM (ABOVE 1 YEAR)	Remarks

1. Please indicate all important Tie Ups entered by Company for providing various services
2. Please use additional sheets if required

## BHARAT HEAVY ELECTRICALS LIMITED

### CONTRACTOR REGISTRATION FORM

#### SECTION – III: Work Experience

(use separate sheet for each CATEGORY/CODE)

#### WORK EXPERIENCE (in the last 5 years period ending on the date of submission of Application)

( use additional sheets if required)

GROUP	PACKAGE	CATEGORY	CODE

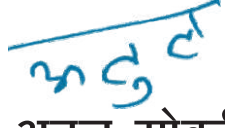
Sl no	Full Postal Address of Client and Officer in Charge	Brief description of Work & Quantities	Work Order No and date	Value of Contract in Rupees in Lakhs	Time schedule (in months)	Contractual Date of Completion	Actual date of completion	Present Status (of ongoing job)	Documents attached in support of columns (i) to viii)
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
1									
2									
3									



बीएचईएल में, हम अपने कर्मचारियों की, जिन लोगों के साथ हम काम करते हैं उनकी, तथा समाज एवं पर्यावरण की सुरक्षा के प्रति प्रतिबद्ध हैं और इस प्रकार, हम स्वास्थ्य, सुरक्षा एवं पर्यावरण (एचएसई) के प्रति अपने उत्तरदायित्व का निर्वहन कर रहे हैं। बीएचईएल असुरक्षित कार्य / ऐसे कार्य जो सुरक्षा के अनुकूल न हो, के प्रति शून्य सहिष्णुता रखने में एवं अपनी सभी व्यावसायिक गतिविधियों में पर्यावरण हानि को न्यूनतम करने में विश्वास रखता है। हम निम्नलिखित द्वारा अपनी एचएसई सम्बंधित प्रदर्शन में सतत सुधार हेतु प्रतिबद्ध हैं :

- सक्रिय नेतृत्व और आवश्यक संसाधनों की उपलब्धता सुनिश्चित करके सुरक्षा और धारणीयता (sustainability) की संस्कृति का विकास करना।
- लागू कानून, विनियमों और बीएचईएल प्रणाली का अनुपालन सुनिश्चित करना।
- संसाधनों के संरक्षण की गतिविधियां अपनाना और रिड्यूस/रिसायकल/रियूज का मार्ग अपना कर सुदृढ़ अपशिष्ट (waste) प्रबंधन।
- उन्मूलन/प्रतिस्थापन/कटौती/नियंत्रण के माध्यम से, अपनी गतिविधियों, उत्पादों और सेवाओं से पड़ने वाले पर्यावरणीय प्रभावों और व्यावसायिक स्वास्थ्य और सुरक्षा के जोखिमों की लगातार पहचान, मूल्यांकन और प्रबंधन।
- व्यावसायिक निर्णयों, उत्पादों और प्रणालियों के डिजाइनों में तथा संयंत्रों, प्रौद्योगिकियों और सेवाओं के चयन में उपयुक्त व्यावसायिक स्वास्थ्य, सुरक्षा और पर्यावरण मानक अपनाना।
- कार्यस्थल पर सभी लोगों को उपयुक्त योजनाबद्ध प्रशिक्षण प्रदान करना और एचएसई से संबंधित विषयों के बारे में ग्राहकों, ठेकेदारों और आपूर्तिकर्ताओं के बीच जागरूकता को बढ़ाना।
- इस नीति और एचएसई प्रबंधन प्रणाली की समय-समय पर समीक्षा करना, ताकि इसकी प्रासंगिकता, उपयुक्तता और प्रभावपूर्णता सुनिश्चित की जा सके।
- इस नीति को बीएचईएल में प्रसारित करना तथा सभी इच्छुक पक्षकारों को उपलब्ध कराना।

5 जून, 2018

  
अतुल सोबती  
अध्यक्ष एवं प्रबंध निदेशक

कल के  का निर्माण  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Page 85 of 87  
Accepted (Sign & Stamp)

# HEALTH SAFETY ENVIRONMENT POLICY



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

Atul Sobti  
Chairman & Managing Director

June 5, 2018

Creating  of tomorrow

**BHARAT HEAVY ELECTRICALS LIMITED**

**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
**Works Contract Management (WCM) Department**  
**Tarna, Shivpur, Varanasi-221003**

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**Bidders Declaration**

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and undertake to fulfill its entire requirement under the quoted rates.

Thanking you,

Yours Sincerely

**Signature, seal and address of the party**