



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

**Name of Work:** - Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi

**TENDER NOTICE NO.:** HERP/WCM/MS/Annual CVL RPR/2023-24

**DATE.** 02.03.2024

<b>Last Date of submission of Tender</b>	<b>12.03.2024</b>		<b>Time :</b>	<b>02:00PM</b>
<b>Date and Time for opening of Technical Bid</b>	<b>12.03.2024</b>		<b>Time :</b>	<b>04:00PM</b>

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

**TENDER NOTICE NO - HERP/WCM/MS/Annual CVL RPR/2023-24      DATE. 02.03.2024**

Tender is invited for “Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi”

<b>Last Date of submission of Tender</b>	<b>12.03.2024</b>		<b>Time :</b>	<b>02:00PM</b>
<b>Date and Time for opening of Technical Bid</b>	<b>12.03.2024</b>		<b>Time :</b>	<b>04:00PM</b>

<b>S. No.</b>	<b>Name of work</b>	<b>EMD</b>	<b>SD (Security Deposit)</b>	<b>Period of contract</b>	<b>Cost of Tender Document</b>
1.	Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi	NIL	10% of the Contract Value	01 Year	NIL*

- \*Tender documents can only be downloaded from below mentioned websites. As this is an e-tender, tender fee has been kept Nil.
- 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 only and will not be published in any other media.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.

(Issued by)  
Atendr Kumar Pal  
Deputy Manager (WCM)  
Email: [atendrpal@bhel.in](mailto:atendrpal@bhel.in)  
Contact: +91 8765956501

**Note:**

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



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**DIRECTIONS TO PARTIES FOR TENDERING**

1. All other details regarding the same will be as per BHEL Work Policy- 2016 & General Condition of Contract (GCC).
2. **Reverse Auction (RA) will be conducted for this tender.**
3. 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:

**TECHNO-COMMERCIAL BID)**

1. NIT Details
2. Directions to Parties for Tendering
3. Details of Bid & Bidder
4. Scope of Work & SCC
5. PQC
6. No deviation certificate
7. BOQ & Price schedule
8. General condition of contract (GCC)
9. Bidder's Declaration

**PRICE BID**

1. Price to be quoted on format given on <https://eprocurebhel.co.in> only.
4. 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.
5. 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.***
6. The successful Tenderer shall submit security deposit (SD) and, if required, sign contract agreement within 15 days from the date of Letter of Intent (LOI) given by Bharat Heavy Electricals Limited and further start the work under reference.
7. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.



# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant

Works Contract Management (WCM) Department

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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><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	UDYAM Registration No. (if available)													
8	Remark (If any)													

Certificates to be attached:

Copy of PAN, GST Registration Certificate, UDYAM Certificate (for MSEs).



# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant

Works Contract Management (WCM) Department

TARNA, SHIVPUR, VARANASI-221003

**Scope of work and Special Terms & Conditions for Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi**

01	बी०एच०ई०एल के अनुबन्ध की सामान्य शर्तें इस अनुबन्ध पर लागू होंगी। कार्य की विशेष नियम तथा शर्तें एवं सामान्य शर्तों में कोई भिन्नता होती है तो विशेष नियम तथा शर्तों को प्राथमिकता दिया जाएगा।
02	यह कार्य कारखाना परिसर एवं इसके सभी आवासीय कालोनियो (तरना, शिवपुर, चौकाघाट) एवं अतिथि गृह में कार्यावित होगा।
03	पार्टियाँ अपनी निविदा दरें भरने से पहले कार्य की प्रकृति की जानकारी अवश्य प्राप्त कर लें।
04	कार्य में प्रयुक्त होने वाले शीशा Saint Gobain, Modiguard, La Opala, Asahi, Fuso, Glass wall, Piramal, Pragati, Gold Plus, Gurind <b>or Substantially equivalent</b> निर्माता का होनी चाहिए।
05	कार्य में प्रयुक्त सभी टाइल्स (वाल, फ्लोर आदि) Kajaria, Somany, Rak Ceramics, Orient Bell, Asian Granito, NITCO, Cera, Varmora, Simpolo, Johnson <b>or Substantially equivalent</b> निर्माता की होनी चाहिये। एवं उसके Color/ Design का चयन प्रभारी इंजीनियर द्वारा किया जायेगा।
06	कार्य में प्रयुक्त सीमेंट ACC / BIRLA / J K CEMENT / CCI / ULTRATECH / SHREE CEMENT / PRISM/AMBUJA <b>or Substantially equivalent</b> निर्माता की ही होनी चाहिये और सीमेंट की उत्पादन की तिथि 2 महीने से पुराना नहीं होना चाहिये।
07	कार्य में प्रयुक्त सभी TMT Bars- Grade Fe-500/Fe500D एवं IS:1786 के अनुसार होनी चाहिए। उक्त का make/brand as per <b>list (attached after BOQ)</b> or Substantially equivalent होना चाहिये।
08	कार्य में प्रयुक्त BRICK फर्स्ट क्लास की होना चाहिये। साथ ही सभी size के Graded Stone Dala <b>or Substantially equivalent</b> होना चाहिये।
09	कार्य में प्रयुक्त प्लश दरवाजा Greenply, Centuryply, Maxon doors, Shatabdi Ply, Supreme, Mikasa, Managalam Timbers, Duro <b>or Substantially equivalent</b> निर्माता का होना चाहिये।
10	कार्य में प्रयुक्त पी०वी०सी पाईप Supreme, Astral, Ashirvad, Finolex, Prince, Sintex, Vectus, Apollo, Prayag <b>or Substantially equivalent</b> निर्माता की एवं IS CODE के अनुसार होनी चाहिये।
11	कार्य में प्रयुक्त होने वाले वाटर स्टोरेज टैंक Supreme, Astral, Ashirvad, Finolex, Prince, Sintex, Vectus, Apollo, Prayag <b>or Substantially equivalent</b> निर्माता की डबल लेयर में निर्मित की तथा IS CODE : 12701 के अनुसार होनी चाहिये ।
12	कार्य में प्रयुक्त होने वाले Galvalume Sheet JINDAL, JSW, TATA, EVEREST, ESSAR, CHARMINAR, KAMDHENU, Tracdek, Durarroof, Kirby <b>or Substantially equivalent</b> निर्माता की होनी चाहिए।
13	कार्य में प्रयुक्त Plumbing मद Jaquar, Hindware, Cera, Plumber, Kohler, Johnson, Colston, Parryware, Moca, <b>or Substantially equivalent</b> निर्माता की होनी चाहिये
14	कार्य में प्रयुक्त Sanitary मद Jaquar, Hindware, Cera, Asian Granito, Duravit, Kohler, Johnson, Parryware, Moca, Colston <b>or Substantially equivalent</b> निर्माता की होनी चाहिये
15	कार्य में प्रयुक्त आइटम्स जैसे इनामेल पेंट, एल्युमिनियम पेंट, प्राइमर इत्यादि Asian Paints, Berger, Kansai-Nerolac, Shalimar, Dulux, Indigo, Nippon, Dupont, Jonson & Nicholson, Akzonobel <b>or Substantially equivalent</b> निर्माता की होनी चाहिये तथा उत्पादन तिथि तीन माह से पुरानी नहीं होनी चाहिये । नोट: कार्य में प्रयुक्त सामग्री के कलर (रंग) की जानकारी प्रभारी इंजीनियर द्वारा दी जायेगी।
16	कार्य में प्रयुक्त structural स्टील Mild Steel grade E250/E350 as per BHEL Drawings conforming to IS: 2062 होनी चाहिए। उक्त का make/brand as per



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	<b>list (attached at Page No. 32 after BOQ) or Substantially equivalent होना चाहिये।</b>
17	कार्य में प्रयुक्त Polycarbonate sheets Sabic, Danpalon, Palram, SKY LITE, DURA LITE, PC LITE, SUN LITE, TUF LITE, EVEREST or Substantially equivalent निर्माता की होनी चाहिए।
18	कार्य में प्रयुक्त होने वाले Turbo ventilator AIR CREATIONS INDIA, JSW, GISCO, EVEREST, KANSAL COLOUR, EPACK, JSR ROOFING & SHRIYA FRP or Substantially equivalent निर्माता के होने चाहिए।
19	कार्य में प्रयुक्त FALSE CEILING & FITTINGS GYPROC BY SAINT GOBIN/ ARMSTRONG/ SHERA/ USG BORAL/ GYPCORE or EQUIVALENT निर्माता की होनी चाहिये।
20	उपर्युक्त वर्णित शर्तों सं०.-4 से 19 तक में वर्णित सामग्रियों की ब्राण्ड की अनुपलब्धता पर प्रभारी इंजीनियर द्वारा लिया गया निर्णय अंतिम होगा एवं सभी सामग्रियों को इस्तेमाल से पहले प्रभारी इंजीनियर से उनके निर्माता एवं वैधता की जाँच आवश्यक होगा। जाँच के उपरांत ही उपर्युक्त सभी मद कार्य स्थल पर ले जाया जा सकता है।
21	पार्टी को RCC/ PCC के तराई हेतु पी० वी० सी पाईप एवं जूट की बोरी (Gunny Bags) की उपलब्धता सुनिश्चित करनी पड़ेगी।
22	कार्य की समाप्ति अवधि <b>एक वर्ष</b> होगी जिसकी गणना कार्य अनुबंध तिथि से की जायेगी।
23	पार्टी सभी कार्यों को प्रभारी इंजीनियर के अनुदेश पर कार्यावित करेंगे।
24	पार्टी के बिल से सभी करों की कटौती वर्तमान सरकारी/ बीएचईएल नियमों के अनुसार की जायेगी। पानी हेतु कटौती बीएचईएल में वर्तमान में प्रचलित दर (रु.1.00 प्रति रु.1000.00) से की जायेगी।
25	कार्य हेतु आवश्यक विद्युत् की आपूर्ति निशुल्क की जायेगी।
26	कार्य के दौरान होने वाली किसी भी दुर्घटना जैसे किसी का घायल होना या सामग्री का खोना के लिये ठेकेदार/ पार्टी स्वयं जिम्मेदार होगा, इसमें किसी भी प्रकार की कोई जिम्मेदारी बीएचईएल की नहीं होगी।
27	निविदा की दरों पर अधिलेखन या कटिंग होने पर निविदा को निरस्त किया जा सकता है। कृपया पार्टी अपने सभी शोधन (सुधार) पर अपने हस्ताक्षर करें। अथूरे तथा अहस्ताक्षरित निविदाओं पर विचार नहीं किया जायेगा।
28	बीएचईएल हर्ष के नियमों के अनुसार सफल ठेकेदार को प्रतिभुति राशि (Security Deposit) जमा करना होगा जिसकी सूचना सफल ठेकेदार को आशय पत्र (LOI) में दी जायेगी।
29	Contractor के अधिकृत प्रतिनिधि को Contract में होने वाले कार्यों के लिए Engineer-Incharge से नियमित रूप से (Preferably Every Week) मिलना होगा। इन दौरों के दौरान Engineer Incharge ठेकेदार को बीएचईएल निर्दिष्ट प्रारूप में इस Contract के माध्यम से किए जाने वाले कार्यों के बारे में सूचित करेंगे। उस प्रारूप में कार्य की पारस्परिक रूप से सहमत अनुसूची (आरंभ तिथि और समापन तिथि के साथ) बनाई जाएगी। इस प्रारूप पर बीएचईएल और ठेकेदार और/या ठेकेदार के अधिकृत प्रतिनिधि दोनों द्वारा हस्ताक्षर किए जाएंगे। उपर्युक्त अनुसूची के अनुसार कार्य पूरा नहीं होने पर बीएचईएल द्वारा ठेकेदार के ऊपर उचित कार्रवाई की जाएगी।
30	यह कार्य ठेकेदार और/या ठेकेदार के अधिकृत प्रतिनिधि की निगरानी में BOQ के अनुसार किया जाएगा।



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**Heavy Equipment Repair Plant**  
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<b>Name of Work</b>	<b>Annual Civil Repair and Maintenance Work of Factory, all Residential Premises &amp; Guest House at HERP, Varanasi</b>
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**PRE-QUALIFYING CRITERIA (PQC)**

<b>TECHNICAL QUALIFICATION</b>	<p>Experience of having successfully completed similar work awarded at any Government Organization, Government undertaking/ enterprises in last 7 years from 29.02.2024 as per details mentioned hereunder:</p> <p>Three completed works having total executed value of each contract not less than <b>Rs 10.00/- Lacs</b></p> <p style="text-align: center;">Or</p> <p>Two completed works having total executed value of each contract not less than <b>Rs.12.51/- Lacs</b></p> <p style="text-align: center;">Or</p> <p>One completed work having total executed value of contract not less than <b>Rs.20.01/- Lacs</b></p> <p>The bidder should be well experienced in field of similar work that is defined below.</p> <p>Similar works means “<b>CIVIL CONSTRUCTION OR ANY TYPE OF CIVIL WORK</b>”</p> <p><b>Note:</b> Copy of work order along with completion certificate or Commissioning certificate or MOM (confirming completion or Commissioning of work) or handing over certificate from Bidder's customer for 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>FINANCIAL QUALIFICATION</b>	<p>Bidders should have minimum average annual turnover of <b>Rs. 7.51/- Lacs</b> during the last 03 financial years 2020-21, 2021-22 and 2022-23. Bidder to submit following documents for this-</p> <p>CA Audited/ Certified Profit / Loss and Balance Sheet</p> <p style="text-align: center;">Or</p> <p>ITR for the same financial year (Income Tax Return) in which their Gross Income shall be considered for turnover value mentioned above</p> <p style="text-align: center;">Or</p> <p>CA Certificate certifying bidder's turnover</p> <p><b>Note: All the CA certified/ audited documents should have UDIN</b></p>



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**No Deviation Certificate**

To,

Manager (WCM)  
Bharat Heavy Electricals Ltd.  
Tarna, Shivpur  
Varanasi

**Sub: No deviation certificate for “Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi”**

Sir,

This is to inform you that we have not taken any deviation from any of the Special Terms and Conditions for “**Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi**” while quoting the rates. All terms & conditions mentioned in the Special Terms & conditions are acceptable to us except following:

- 1.
- 2.
- 3.

Thanking you,

Yours Sincerely

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





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**BOQ & Price Schedule**

**Important Instruction:-**

1. Bidder is to quote their premium/ discount (% Above, %below OR At par) over total cost of all items i.e. Rs. 25,01,866.44.
2. GST for this work shall be 18%. Bidder must quote their rate considering the same.
3. Lowest bidder shall be decided on overall cost by including premium/ discount.

**Name of Work:- Annual Civil Repair and Maintenance Work of Factory, all Residential Premises & Guest House at HERP, Varanasi**

Sl. No	Item code	Description of work	Quantity	Unit	Rate	Amount
<b>(A) Scheduled Items (Based on DSR-2021)</b>						
<b>1</b>		Carriage of material up to 1 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	15.00	cum	144.32	2164.80
(ii)	1.1.2	Earth	10.00	cum	180.4	1804.00
(iii)	1.1.8	Bricks	5.00	1000 No	384.84	1924.20
(iv)	1.1.10	Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100mm dia and other heavy materials	0.50	Ton	128.28	64.14
(v)	1.1.11	Steel	0.50	Ton	128.28	64.14
(vi)	1.1.12	Timber	0.50	cum	164.93	82.47
<b>2</b>		Carriage of material up to 5 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	1.00	cum	217.16	217.16
(ii)	1.1.11	Steel	0.50	Ton	193.03	96.52
(iii)	1.1.12	Timber	0.50	cum	248.18	124.09
<b>3</b>		Carriage of material up to 12 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	1.00	cum	319.8	319.80
(ii)	1.1.11	Steel	0.50	Ton	284.27	142.14
<b>4</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. <b>All kinds of soil</b>	15.00	cum	149.00	2235.00
<b>5</b>	<b>2.8.1</b>	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	15.00	cum	218.60	3279.00



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6	2.25	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.	20.00	cum	161.60	3232.00
7	2.27	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	40.00	cum	2161.20	86448.00
8	2.35.5	Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti termite treatment (excluding the cost of chemical emulsion): Treatment at points of contact of woodwork by chemical emulsion Chlorpyrifos/Lindane (in oil or kerosene based solution) @0.5 liters per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.	100.00	Metre	257.55	25755.00
9		Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
(i)	4.1.2	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	10.00	cum	7783.70	77837.00
(ii)	4.1.3	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)	10.00	cum	7365.15	73651.50
(iii)	4.1.5	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)	10.00	cum	6833.40	68334.00
(iv)	4.1.8	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)	10.00	cum	6326.00	63260.00
10	4.10	Providing and laying damp proof course 40 mm thick with cement concrete 1:2:4 (1 cement: 2 coarse sand (zone-III):4 graded stone aggregate 12.5 mm nominal size).	40.00	sqm	370.85	14834.00
11	4.12	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	20.00	Per 50 kg of cement	15.00	300.00
12		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.				



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(i)	5.1.2	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)	10.00	cum	8364.20	83642.00
(ii)	5.1.3	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)	10.00	cum	7945.65	79456.50
13	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)	10.00	cum	9861.70	98617.00
14	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).	10.00	cum	10391.40	103914.00
15		Centering and shuttering including strutting, propping, etc. and removal of form for all height:				
(i)	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete.	20.00	sqm	332.10	6642.00
(ii)	5.9.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	20.00	sqm	702.00	14040.00
(iii)	5.9.3	Suspended floors, roofs, landings, balconies and access platform.	20.00	sqm	766.55	15331.00
(iv)	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	20.00	sqm	608.35	12167.00
(v)	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts.	20.00	sqm	804.25	16085.00
(vi)	5.9.15	Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, and, copings, bed plates, anchor blocks and the like	20.00	sqm	332.1	6642.00
(vii)	5.9.16.1	Edges of slabs and breaks in floors and walls:- Under 20 c.m wide	5.00	Metre	181.90	909.50



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16	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	500.00	kg	89.65	44825.00
17	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.	500.00	kg	89.65	44825.00
18	6.1.1	Brickwork with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in foundation and plinth in-cement mortar 1:4 (1 cement:4 coarse sand).	10.00	cum	6882.00	68820.00
19	6.4.1	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 :cement mortar 1:4 ( 1 cement: 4 coarse sand).	10.00	cum	8512.10	85121.00
20	6.13.1	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 V level. Cement mortar 1:3 (1 cement : 3 coarse sand ).	20.00	sqm	1043.1	20862.00
21		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 of 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.				
		Raj nagar plain white marble/ Udaipur green marble/ Zebra black marble.				
(i)	8.2.1.2	Area of slab over 0.50 sqm	5.00	sqm	2639.4	13197.00
		Granite of any colour and shade				
(ii)	8.2.2.2	Area of slab over 0.50 sqm	10.00	sqm	4425.35	44253.50
22		Providing edge moulding to 18 mm thick marble stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc., complete as per design approved by Engineer-in-charge.				
(i)	8.3.1	Marble work	15.00	Metre	244.9	3673.50
(ii)	8.3.2	Granite Work	15.00	Metre	418.85	6282.75
23	8.6	Mirror polishing on marble work/Granite work /stone work where ever required to give high gloss finish complete.	15.00	sqm	417.60	6264.00



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24	8.31	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 @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shed complete.	10.00	sqm	1063.45	10634.50
25	9.1.1	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): Second class teak wood.	0.50	cum	131576.65	65788.33
26	9.5.1.1	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows including ISI marked M.S press butt hinges bright finished of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-incharge: Second class teak wood 35 mm thick shutters.	5.00	sqm	3704.45	18522.25
27	9.21.2	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part-I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters :30mm thick including ISI marked stainless steel butt hinges with necessary screws.	5.00	sqm	1821.95	9109.75
28	9.23	Extra for providing lipping with second class teak wood battens 25 mm minimum depth on all edges of flush door shutters (over all area of door shutter to be measured ).	5.00	Sqm	401.40	2007.00
29	9.27.1.1.1	Providing and fixing wire gauge shutters using galvanized M.S. wire gauge of average width of aperture 1.4mm in both directions with wire of dia 0.63mm for doors ,windows clerestory windows with hinges & necessary screws: 35 mm thick shutters with ISI marked M.S pressed butt hinges bright finished of required size :Second class teak wood	5.00	sqm	4342.30	21711.50
30	9.65.1	Providing and fixing ISI marked oxidized M.S. door latches conforming to IS:5930 with screws, etc. complete.300x20x6mm.	10.00	each	82.40	824.00



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31		Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete :				
(i)	9.66.1	125 mm	20.00	each	35.2	704.00
(ii)	9.66.2	100 mm	20.00	each	28.25	565.00
32	9.67.1	Providing and fixing oxidized M.S. hasp and staple (safety type) conforming to IS:363 with necessary screws, etc. complete: 150mm	1.00	each	29.15	29.15
33	9.83	Providing and fixing IS : 3564 marked Aluminum 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 & door width upto 700 mm), with necessary accessories and screw etc. complete.	5.00	each	1025.65	5128.25
34		Providing and fixing aluminum tower bolts ISI marked anodized (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:				
(i)	9.97.2	250x10 mm	2.00	each	104.40	208.80
(ii)	9.97.4	150x10 mm.	2.00	each	75.55	151.10
35	9.100.3	Providing and fixing aluminum handles ISI marked anodized (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. 75mm	2.00	each	46.3	92.60
36	9.103	Providing and fixing bright finished brass 100 mm mortice latch and lock ISI marked with six levers and a pair of anodized (anodic coating not less than grade AC 10 as per IS : 1868) aluminum lever handles of approved quality with necessary screws, etc. complete	5.00	each	739.8	3699.00
37	9.117.1	Providing and fixing factory made uPVC door frame made of uPVC extruded sections having an overall dimension as below (tolerance $\pm 1$ mm) with wall thickness 2.0mm ( $\pm 0.2$ mm), corners of the door frame to be jointed with galvanized brackets and stainless steel screws. Joints mitred and plastic welded. The hinge side vertical of the frames reinforced by galvanized M.S.tube of size 19 x 19mm and 1mm ( $\pm 0.1$ mm) wall thickness and 3 nos. stainless steel hinges fixed to the frame complete as per manufacturer's specification and direction of Engineer - in - charge. Extruded section profile size 48x40 mm.	7.00	Metre	232.55	1627.85





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38	9.118.1	Providing and fixing to existing door frame 24 mm thick factory made PVC door shutters made of style and rails of a uPVC hollow section of size 59x24 mm and wall thickness 2 mm ( $\pm 0.2$ mm) with in built edging on both sides. The styles and rails mitred and joined at the corners by means of M.S. galvanised / plastics brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutters reinforced by inserting galvanised M.S. tube of size 20x20mm and 1mm ( $\pm 0.1$ mm) wall thickness . The lock rail made up of 'H' section , a uPVC hollow section of size 100x24mm and 2mm ( $\pm 0.2$ mm) wall thickness fixed to the shutters styles by means of plastic/ galvanised M.S. 'U' cleats .The shutters frame filled with a uPVC multi- chambered single panel of size not less than 620mm ,having over all thickness of 20mm and 1mm ( $\pm 0.1$ mm) wall thickness. The panels filled vertically and tie bar at two places by inserting horizontally 6mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacture's specification and direction of Engineer-in - charge .(For W.C. and bathroom door shutter )	5.00	sqm	1790.65	8953.25
39	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	100.00	Kg	111.95	11195.00
40	10.5.2	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3mm M.S. gusset plates at the junctions and corners , all necessary fittings complete ,including applying a priming coat of approved steel primer: Using flats 30x6 mm for diagonal braces and central cross piece.	1.00	sqm	4615.40	4615.40
41	10.11.1	Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators, side /top /centre hung, with beading and all members such as F7D, F4B, K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, glass panes complete all as per approved design, (sectional weight of only steel members shall be measured for payment):- Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block	5.00	kg	111.7	558.50



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		15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).				
42	10.13.1	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer: Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete blocks 15x10x10 cm of 1 : 3 : 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	20.00	kg	114.65	2293.00
43	10.25.2	Steel work welded in built up sections/framed work including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required: In gratings, frames, guard bar, ladders, railings, brackets, gates and similar works.	100.00	kg	142.3	14230.00
44	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-incharge,(for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	50.00	Kg	612.25	30612.50
45	11.1.1	Brick on edge flooring with bricks of class designation 7.5 on a bed of 12 mm cement mortar including filling the joints with same mortar with common burnt clay non modular bricks: 1:4 (1 cement: 4 coarse sand).	5.00	sqm	937.00	4685.00
46	11.3.1	Cement concrete flooring 1:2:4 (1 cement: 2 coarse: 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete: 40mm thick with 20 mm nominal size stone aggregate.	5.00	sqm	545	2725.00





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47	11.4	52mm thick cement concrete flooring with concrete hardener topping under layer 40mm thick cement concrete 1:2:4 (1 cement: 2 coarse sand:4 graded stone aggregate 20 mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications .This includes cost of cement slurry but excluding the cost of noising of steps etc. complete.	4.00	sqm	855.9	3423.60
48	11.13.1	Providing and fixing glass strips in joints of terrazo/cement concrete floors.40 mm wide and 4 mm thick.	5.00	Metre	79.5	397.50
49	11.26.1	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1:4 (1 cement : 4 coarse sand): 25mm thick	5.00	sqm	1706.6	8533.00
50	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 20mm thick cement mortar 1:4 (1 cement:4 coarse sand) jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc. complete.	10.00	sqm	935.6	9356.00
51	11.37A	Providing and fixing 1st quality ceramic glazed floor 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.	2.00	sqm	938.5	1877.00



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52	11.41.2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) jointing with grey cement slurry @ 3.3kg per sqm including grouting the joints with white cement and matching pigments etc., complete:- Size of Tile 600x600 mm	20.00	sqm	1416.65	28333.00
53	11.41A.1.3	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 groutingthe 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.Double charge vitrified tile polished finish of size:Size of Tile 600 x 1200 mm	10.00	sqm	1407.05	14070.50
54	11.41A.3.1	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. Glazed Vitrified tiles Matt/Antiskid finish of size Size of Tile 600 x 600 mm	10.00	sqm	1311.05	13110.50
55		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				
(i)	12.41.1	75 mm diameter	10.00	Metre	213	2130.00
(ii)	12.41.2	110mm diameter.	10.00	Metre	319.75	3197.50



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56		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)	12.42.3.2	Single tee with door.- 110x110x110 mm.	1.00	Each	205.45	205.45
(ii)	12.42.5.1	Bend 87.5 degree:- 75 mm bend	5.00	Each	91.85	459.25
(iii)	12.42.5.2	Bend 87.5 degree:- 110 mm bend	1.00	Each	132	132.00
57		Providing and fixing unplasticised - P.V.C. pipe clips of approved design to unplasticised -P.V.C. rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4 (1 cement:4 coarse sand) and making good the wall etc. complete.				
(i)	12.43.1	75 mm	1.00	Each	310.85	310.85
(ii)	12.43.2	110 mm	5.00	Each	309.5	1547.50
58	12.44	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	1.00	Each	47.9	47.90
59	12.50	Providing and fixing pre-coated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) of <b>total coated</b> 0.50 mm (base metal of minimum 0.45mm thickness with total coating thickness of 0.05mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin- charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	10.00	Sqm	671.55	6715.50
60		Providing and fixing pre-coated galvanised steel sheet roofing accessories of total coated 0.50 mm (base metal of minimum 0.45mm thickness with total coating thickness of 0.05mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :				



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(i)	12.51.3	North light curves	10.00	Meter	465.25	4652.50
(ii)	12.51.4	Barge board (Upto 300 mm)	10.00	Meter	384.20	3842.00
(iii)	12.51.6	Gutter (600 mm over all girth)	10.00	Meter	1110.60	11106.00
61	12.58.1	12.58 Providing and fixing tiled false ceiling of specified materials of size 595x595 mm in true horizontal level, suspended on interlocking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/ sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main "T" at 600 mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats of size 27 x 37 x 25 x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanized butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T, bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed by Engineer-in-charge. <b>8 mm thick fully perforated calcium silicate board made with Calcareous &amp; Siliceous materials reinforced with cellulose fiber manufactured through autoclaving process to give stable crystalline structure with minimum compressive strength 225 kg/ sq. cm, bending strength 100 kg/sq. cm , of size 595x595 mm, having perforation of dia. 10 mm with minimum perforated area 18 % with non woven tissue on the back side, having an NRC ( Noise Reduction Coefficient) of 0.85, with 50 mm thick rockwool of 48 kg /cum backing. sqm</b>	15.00	Sqm	1907.8	28617.00
		Note :- Rates for external plaster are for height up to 10m from ground level unless otherwise stated.				



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62	13.4.2	12 mm cement plaster of mix: 1 : 6 (1 cement : 6 coarse sand)	50.00	sqm	294.35	14717.50
63	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).	40.00	sqm	339.1	13564.00
64	13.7.1	12mm cement plaster finished with a floating coat of neat cement of mix : 1:3(1 cement :3 fine sand ).	40.00	sqm	374.15	14966.00
65	13.18	Neat cement punning.	40.00	sqm	67.8	2712.00
66	14.1.1	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of walls complete, including disposal of rubbish to the dumping ground, :With cement mortar 1:4 (1 cement :4 fine sand).	40.00	sqm	462.3	18492.00
67		Renewing glass panes ,with putty and nails wherever necessary including racking out the old putty				
(i)	14.5.1	float glass panes of thickness 4mm (weight not less than 10kg/sqm)	5.00	sqm	941.95	4709.75
(ii)	14.5.2	float glass panes of thickness 5mm (weight not less than 12.5kg/sqm)	5.00	sqm	1245.15	6225.75
68	14.6.1	Renewing glass panes ,with wooden fillets wherever necessary : float glass panes of thickness 4mm (weight not less than 10kg/sqm)	0.50	sqm	1351.15	675.58
69	14.9	Renewal of old putty of glass panes (length)	10.00	Metre	46.4	464.00
70	14.10	Refixing old glass panes with putty and nails	5.00	sqm	603.05	3015.25
71	14.72	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	15.00	Sqm	285	4275.00



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72	14.77	Cleaning of choked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia upto 300mm	20.00	Metre	285.9	5718.00
73	14.82	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer-in- Charge.	2.00	Each	110.7	221.40
74	15.2.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge:- Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).	2.00	cum	2007.1	4014.20
75	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	2928.1	5856.20
76	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.	4.00	cum	1698.45	6793.80
77	15.8.3	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50 m (stacks of cleaned bricks shall be measured) :from brick work in cement mortar.	1.00	1000 No	5522.25	5522.25
78		Dismantling doors, windows and clerestory windows (steel or wood) shutter including chokhats, architrave, holdfasts, etc. complete and stacking within 50 metres lead:				
(i)	15.12.1	Of area 3 sq.metre and below.	2.00	Each	302.7	605.40
(ii)	15.12.2	Of area beyond 3 sq. metre.	2.00	Each	414.55	829.10
79	15.18	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	20.00	kg	4.65	93.00
80	15.23.1	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metre lead .For thickness of tiles 10mm to 25mm.	10.00	sqm	60.5	605.00





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81	15.36	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	30.00	kg	30.35	910.50
82	15.44.1	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge : 15 mm to 40 mm nominal bore	5.00	Metre	124.1	620.50
83	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	100.00	sqm	45.05	4505.00
84	15.59	Dismantling of flexible pavement (bituminous courses) by mechanical means and disposal of dismantled material up to a lead of 1 kilometre,, as per direction of Engineer-in-charge	2.00	Cum	347.9	695.80
85	16.3.9	Supplying and stacking at site. Good earth	10.00	cum	624.55	6245.50
86	16.18.1	Fencing with angle iron post placed at required distance embedded in cement concrete blocks and every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines, and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 metres (minimum) between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately): Payment to be made per metre cost of total length of barbed wire used. With G.I. Barbed wire.	40.00	Metre	19.6	784.00
87	16.19	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes up to 10 mm dia etc. complete.	10.00	kg	99.95	999.50
88	16.68	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge. sqm 951.00	20.00	sqm	951.00	19020.00



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89	17.1.1	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast iron P or S trap, 10 Litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS:7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required: White vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests.	1.00	Each	5781.85	5781.85
90	17.2.1	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan ) with seat and lead , 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle level ) , conforming to IS ; 7231 , with all fittings and fixtures complete including cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid.	1.00	Each	5540.55	5540.55
91	17.4.1	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and c.p. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets ,cutting and making good the walls and floors wherever required : One urinal basin with 5 litre white P.V.C. automatic flushing cistern .	2.00	Each	5568.85	11137.70
92	17.7.4	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 required: White Vitreous China Flat back wash basin size 550x400 mm with single 15 mm C.P. brass pillar tap.	2.00	Each	1679.60	3359.20
93	17.7.9	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 required: White Vitreous China Surgeon type wash basin of size 660x460 mm with single 15 mm C.P. brass pillar taps with elbow operated levers ISI marked	2.00	Each	2629.55	5259.10
94	17.8	Providing and fixing white vitreous china pedestal for wash basin	2.00	each	1500.05	3000.10





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		completely recessed at the back for the reception of pipes and fittings.				
95	17.10.2.2	Providing and fixing Stainless steel A ISI 304 (18/8) kitchen sink as per IS 13983 with C.I.brackets and stainless steel plug 40mm including painting of fitting and brackets ,cutting and making good the walls wherever required : Kitchen sink without drain board :610x460 mm bowl depth 200mm.	2.00	Each	3337.85	6675.70
96	17.16A	Providing and fixing 8 mm dia C.P. / S.S. Jet with flexible tube upto 1 metre long with S.S. triangular plate to European type W.C. of quality and make as approved by Engineer - in - charge.	5.00	Each	299.35	1496.75
97	17.18.1	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever ) conforming to IS -7231 , with all fittings and fixtures complete : 10 litre capacity - White.	5.00	Each	1023.05	5115.25
98	17.20.1	Providing and fixing solid plastic seat with lid for pedestal type W.C. pan complete : <b>White solid plastic seat with lid</b>	5.00	Each	586.55	2932.75
99	17.22B	Providing and fixing CP Brass Single lever telephonic wall mixer of quality & make as approved by Engineer in charge. <b>15 mm nominal dia</b>	2.00	Each	6119.2	12238.40
100	17.23	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm or 340x410x265 mm sizes respectively.	1.00	Each	1382.30	1382.30
101	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 32mm dia	10.00	Each	104.35	1043.50
102	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: Rectangular shape 453x357 mm.	5.00	Each	1158.95	5794.75
103	17.34.1	Providing and fixing toilet paper holder : C.P. brass	4.00	Each	680.80	2723.20
104	18.7	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. <b>Internal work - Exposed on wall</b>				
(i)	18.7.1	15 mm nominal dia Pipes	20.00	Metre	255.90	5118.00
(ii)	18.7.2	20 mm nominal dia Pipes	20.00	Metre	325.10	6502.00



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(iii)	18.7.3	25 mm nominal dia Pipes	20.00	Metre	408.55	8171.00
105	18.8	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.				
(i)	18.8.1	15 mm nominal dia Pipes	20.00	Metre	439.8	8796.00
(ii)	18.8.2	20 mm nominal dia Pipes	20.00	Metre	512.4	10248.00
(iii)	18.8.3	25 mm nominal dia Pipes	20.00	Metre	624.7	12494.00
106	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)	18.9.1	15 mm nominal dia Pipes	20.00	Metre	221.35	4427.00
(ii)	18.9.2	20 mm nominal dia Pipes	20.00	Metre	275.25	5505.00
(iii)	18.9.3	25 mm nominal dia Pipes	20.00	Metre	370.65	7413.00
(iv)	18.9.6	50 mm nominal dia Pipes	10.00	Metre	811.85	8118.50
(v)	18.9.8	80 mm nominal dia Pipes	10.00	Metre	1990.4	19904.00
107	18.10	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. Internal work - Exposed on wall				
(i)	18.10.1	15 mm dia. nominal bore.	10.00	Metre	304.1	3041.00
(ii)	18.10.2	20 mm dia. nominal bore.	10.00	Metre	373.35	3733.50
(iii)	18.10.3	25 mm dia. nominal bore.	10.00	Metre	491.2	4912.00
108		Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc Concealed pipe including painting with anti corrosive bitumastic paint, cutting chases and making good the wall.				
(i)	18.11.1	15 mm dia. nominal bore.	10.00	Metre	483.85	4838.50
(ii)	18.11.2	20 mm dia. nominal bore.	10.00	Metre	539.75	5397.50
109		Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.External work				
(i)	18.12.1	15 mm dia. nominal bore.	10.00	Metre	267.5	2675.00
(ii)	18.12.2	20 mm dia. nominal bore.	10.00	Metre	315.35	3153.50
(iii)	18.12.3	25 mm dia. nominal bore.	10.00	Metre	417.95	4179.50
(iv)	18.12.6	50 mm dia. nominal bore.	10.00	Metre	654.2	6542.00
(v)	18.12.8	80 mm dia. nominal bore.	10.00	Metre	919.1	9191.00



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<b>110</b>	<b>18.17</b>	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				
<b>(i)</b>	<b>18.17.1</b>	25 mm nominal bore	2.00	each	532.35	1064.70
<b>(ii)</b>	<b>18.17.4</b>	50 mm nominal bore	2.00	each	878.25	1756.50
<b>(iii)</b>	<b>18.17.6</b>	80 mm nominal bore	2.00	each	2227.60	4455.20
<b>111</b>	<b>18.21.2.1</b>	Providing and fixing uplasticised PVC connection pipe with brass unions : - 45 cm length - 15 mm nominal bore	5.00	each	85.15	425.75
<b>112</b>	<b>18.48</b>	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. Circular tank.	5000.00	per litre	9.70	48500.00
<b>113</b>	<b>18.49.1</b>	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore	5.00	each	434.20	2171.00
<b>114</b>	<b>18.51.1</b>	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms. 15 mm nominal bore	5.00	each	708.40	3542.00
<b>115</b>	<b>18.52.1</b>	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931. 15 mm nominal bore	5.00	each	594.75	2973.75
<b>116</b>	<b>18.53.1</b>	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>	5.00	each	500.35	2501.75
<b>117</b>	<b>19.6.4</b>	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : <b>300 mm dia. R.C.C. pipe</b>	20.00	Metre	902.05	18041.00



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118	21.1.1	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)	50.00	kg	433.95	21697.50
(ii)	21.1.1.2	Powder coated aluminium (minimum thickness of powder coating 50 micron)	20.00	kg	466.3	9326.00
119		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)	20.00	kg	531.8	10636.00
(ii)	21.1.2.2	Powder coated aluminium (minimum thickness of powder coating 50 micron)	20.00	kg	564.8	11296.00
120		Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass/stainless steel screws, etc. complete as per architectural drawings and directions of Engineer-in-charge:				
(i)	21.2.1	Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.	10.00	sqm	965.1	9651.00
(ii)	21.2.2	Pre-laminated particle board with decorative lamination on both sides	10.00	sqm	951.05	9510.50



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121	21.3.2	Providing and fixing glazing in aluminum 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 aluminum snap beading shall be paid in basic item.): With float glass panes of 5.0 mm thickness (weight not less than 12.50 kg/sqm)	30.00	sqm	1325.55	39766.50
122	0102, 0111, 0116, 0122, 0123, 0127, 0130, 0167	Providing Blacksmith 1st class/ Carpenter 1st class/ Fitter (grade 1)/ Mason (for plaster of paris work) 1st class/ Mason (brick layer) 1st class/ Driver for (Road roller, concrete mixer, Trucks etc.)/ Polisher 1st class/ Mistry as per direction of Engineer in charge.	35.00	Each	784.00	27440.00
123	0114, 0116, 0129, 0161	Providing Beldar/ Coolie/ Helper (Technician)/ Sewer man as per direction of Engineer in charge.	50.00	Each	645.00	32250.00
<b>Total on Scheduled Items Inclusive GST</b>						<b>2187176.20</b>
<b>(B) Non - Scheduled Items:-</b>						
Sl. No	Item code	Description of work	Quantity	Unit	Rate	Amount
124	NSI-1	Providing and fixing ABS Health Faucet along with minimum one meter SS flexible pipe and ABS Wall Hook of JAQUAR/ PLUMBER make	5.00	No.	1458.04	7290.22
125	NSI-2	Providing and fixing C.P Brass shower rose with 15 or 20 mm inlet: Make JAQUAR/ PLUMBER/ : 100 mm Dia	5.00	No.	1355.0036	6775.02
126	NSI-3	Dismantling of Wash basin/White glazed fire clay kitchen sink/ Stainless steel kichen sink/flushing cistern, of any size, including stacking of useful materials near the site and disposal of unserviceable materials within 12 K.m lead	5.00	No.	209.57	1047.83
127	NSI-4	Supply of cow dung manure including loading, unloading and transportation up to BHEL premises through tractor trolley.	10.00	No. of trolley	2702.19	27021.93
128	NSI-5	Ploughing and leveling of land inside factory & Township premises by tractor ,its accessories and labour if required. Accumulation of hedges etc. of the leveled area of its suitable disposal .	20.00	Hour	900.73	18014.62
129	NSI-6	Providing JCB for misc. works such as digging soil and leveling of ground, removal of garbage and disposal as per direction of Engineer-in-charge.	100.00	Hour	1381.02	138102.43



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130	NSI-7	Fabrication and Erection of Steel Framework, height up to 10 m comprising angle, channel, plate, beam etc including all connections, cleat, gusset including cutting, welding and painting two coat of red oxide primer before two coat of synthetic enamel paint of apporved colour and brand complete in all respect as per direction of Engineer incharge. Structural Steel shall be provided by BHEL, free of cost, to the contractor at HERP. Contractor shall arrange its carriage to the site payment for which shall be made as per rate of carriage of steel for required lead.	220.00	Kg	30.19	6641.92
131	NSI-8	Brick on edge flooring with F.P.S bricks complete in all respect including carriage, labour etc with cement sand mortar in 1:4 (1 cement: 4 sand). (Note:- Bricks will be supplied, free of cost, by BHEL as per its availability in HERP/Township premises)	10.00	Sqm	499.84	4998.36
132	NSI-9	Brickwork with F.P.S. bricks in foundation, plinth or superstructure up to 4m above plinth in-cement mortar 1:6(1 cement:6 coarse sand). (Note:- Bricks will be supplied, free of cost, by BHEL as per availability in HERP/township premises.)	2.00	Cum	3938.75	7877.49
133	NSI-10	Providing and fixing fire retardant and U.V resistant polycarbonate clean sheet of minimum 3mm thickness at various elevation including all labour, material, scaffolding, equipment and side laps, cutting of openings etc. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required all complete as per specifications and direction of Engineer in charge.- <b>Profile to match with profile of metal sheets when laid on roof- It should be plain when installed at North Lights</b>	10	Sqm	2083.67	20836.65



## Bharat Heavy Electricals Limited

### Heavy Equipment Repair Plant

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134	NSI-11	Providing and fixing of Stainless Steel turbo ventilator with FRP base of approved make & size 24" dia up to height 15m with the fasteners of high quality corrosion resistant grade of self tapping/self drilling (STSD) type approved make provided with suitable cap etc. including scaffolding, equipment and side laps, cutting of openings etc. all complete as per specifications and direction of Engineer in charge.	5.00	No	6366.75	31833.77
135	NSI-12	Cleaning of Septic Tank with Suction machine having tanker of Capacity 5000 Litre	25.00	each	1770.00	44250.00
Total on Non-Scheduled Items (NSI-1 to NSI-12) Inclusive GST						314690.25
Total on Scheduled & Non Scheduled Items Inclusive GST						2501866.44
I/ We hereby quote... <b>To be Quoted on NIC Portal</b> ..% above/ at par/ %below on total cost for all items placed at Sl. No. - 1 to 135.						





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
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**Make of Structural Steel**

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





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

***GENERAL CONDITIONS OF CONTRACT***  
***for***  
***WORKS/SERVICE CONTRACTS***



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



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

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**CHAPTER I**

**1.0 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 and include 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.



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- 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.



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**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.

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. Tenders shall be signed by a person authorised/empowered to do so. In case the tender is signed by an individual other than the sole proprietor, an attested copy of the power of attorney shall be submitted by bidder along with tenders with details mentioned under:

For proprietary firm	Proprietor's 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 consist of following documents:

- Signed & stamped copy of all pages of NIT.
- Technical specifications of the offer.



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- Duly filled, signed & stamped forms and documents in support of meeting the pre-qualifying requirement.
- Signed and stamped copy of Price Bid Format (without price).
- Documentary evidence like Cash Receipt, EFT/UPI receipt, DD, FDR, Banker's cheque / Pay order etc for proof of payment against Tender Document Cost and Earnest Money Deposit (EMD).

**PART II (Price Bid)** - This shall consist of price bid in format specified in NIT.

2.2.6 The Part-I (Techno-Commercial bid) and Part-II (Price Bid) shall be submitted by bidder as specified in NIT.

### 2.3 EVALUATION OF TENDERS

- Techno-Commercial bids submitted by the tenderer will be opened first and evaluated for fulfilling Pre Qualifying requirement and other conditions in NIT/ Tender documents
- The Techno-Commercial bids 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. Written permission shall be taken for this purpose 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 (EMD)

2.4.1 EMD amount will be as indicated in NIT

2.4.2 EMD shall not carry any interest.

2.4.2 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)
- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- 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**).
- Insurance Surety Bonds

Account details of BHEL-HERP, Varanasi are as mentioned below:

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

In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee (BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. SFMS message must be included along with BG. **Format of BG for EMD will be provided to bidders.**

#### 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.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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 of successful tenderer will be retained as part of Security Deposit.

## 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.

2.5.2. The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:

- 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)





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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 At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 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 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.
- 2.5.3.3 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.

**2.6 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.



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- 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 be 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.



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- 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). When the tender is on GEM portal, in case of multiple L1, effective L1 will be decided through system available on GEM portal. BHEL's decision in such situation shall be final and binding.



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**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 write-up for agreement will be provided by BHEL and cost of non-judicial stamp paper will be borne by contractor.
- 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



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to request for the removal of such employee either for incompetence, unreliability, misbehavior, 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. Work Completion date will be considered as the date of final measurement / commissioning report signed by BHEL's Engineer. 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.
- 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



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/ 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. REMOVED / DELETED**

### **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,





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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.





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- 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.



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**CHAPTER-IV**  
**4.0 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 re-measure 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 re-measurement 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.



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#### 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.

#### 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:

- Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- 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.
- 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:
- 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):



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- 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.



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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, 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.



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**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.





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**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





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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



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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.



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**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.
- v. 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 on BHEL's online portal (<https://sidhi.bhel.in>).

**7.6. REVERSE AUCTION:**

BHEL reserves the right to go for Reverse Auction. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.

**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.



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**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 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.

**7.10 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.



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**7.11 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.

**7.12 SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs):**

Special benefits as per govt rules will provided to MSEs unless stated otherwise in Tender Document. Benefits will be passed on only in specific categories of services/works and only for specific categories of MSEs, which qualifies for exemption as per govt rules. Following conditions will be applicable for MSEs:

- i. MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit **Valid UDYAM certificate** along with Technical Bid.
- ii. To avail the benefit intended for MSEs, bidders must claim for such benefit. Without such claims, benefits will not be passed on to them.
- iii. Date to be reckoned for determining the validity of MSE status will be the date of bid opening.

**7.13 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.



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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 fulfil its entire requirement under the quoted rates.

Thanking you,

Yours Sincerely

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