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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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Chapter - I: Project Information

1. Project Information

Project Name: 3x800 MW Patratu Vidut Utpadan Nigam Ltd. (PVUNL) Patratu STPP The proposed site is located near Patratu town in Ramgarh district of Jharkhand.

The latitudes and longitudes of the site are as follows:

Main Plant & Township:

Corner name	Latitude	Longitude
Top Corner	23° 39 ' 00" N	85° 17' 51.5" E
Bottom Corner	23° 38 ' 12.5" N	85° 17' 27" E
Left Corner	23° 38 ' 22.5" N	85° 17' 10.6" E
Right Corner	23° 38 ' 40" N	85° 17' 57" E

Nearest Town : Patratu (3Km)
Nearest City : Ranchi (35Km)
Nearest Rly Station : Patratu (4Km)
Nearest Airport : Ranchi (45Km)
Nearest Seaport : Kolkata (424 Km)
The vicinity map of the project is shown below

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Chapter-II: Scope of Works, Technical Specifications & Terms & Conditions

Scope of work

HIRING OF EQUIPMENTS

A. SCOPE OF WORK:

Name of work: Carrying out PU (Polyurethane) based injection grouting to arrest leakages in MRS foundation Pit of Unit#02_AT 3X800 MW PATRATU SITE at Patratu Stage -I (3 x 800MW)

Location: The Project area is located at Patratu, 34km from Ranchi (State capital of Jharkhand). It is well connected by SH-2 from Ranchi to Patratu via Pithoria. Project site is also connected with Ramgarh via State Highway. Work has to be carried out inside the plant premises adhering to all the gate pass/SAFETY procedures comprising Medical, Safety and HR clearance of workers/Operators.

Scope of work: The scope of work includes

1. The contractor shall execute PU injection grouting for arresting water leakage through cracks, joints, honeycombs and defective concrete including drilling, packers, injection, sealing and cleaning. It includes mobilization of required grouting material from reputed manufacturer (Fosroc, SIKA or as approved by EIC), equipment's (High-pressure injection pump, drilling machine, packers, hoses, gauges and accessories.) & Manpower along with all complete required for successful completion of work. All the mobilization and de mobilization cost is in the scope of agency and no separate cost will be paid on this account. All the equipment shall have documents details as described in individual equipment's scope below and should qualify the checklist of BHEL Safety dept. Tentative completion schedule will be **five (05) days**. Electrical power will be provided by BHEL to the nearest point on free of charges basis.
2. PU resin shall be approved, moisture reactive, compatible with concrete and supplied with manufacturer test certificates.
3. Bidder has to Identify leakage, drill holes, install packers, inject PU resin under controlled pressure, remove packers after curing and seal holes.
4. Any persistent leakage shall be rectified at no extra cost.
5. Agency to maintain daily logbook of grouting material consumed in log books duly verified by BHEL representative along with CISF gate entry details, challans etc. Bill shall be based on the actual consumption of material used.
6. Work shall be accepted only after complete leakage arrest.
7. For the emergent works, agency has to arrange the grouting of MRS pit as soon as possible to meet the function/objectives of contract.
8. Water has to be arranged by agency, if required.
9. Though the duration of work is for **five (05) days**, BHEL reserves the right to get the contract extended further depending on the site condition and works requirement.

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B. CONDITIONS OF EQUIPMENTS:

High-pressure injection pump, drilling machine, packers, hoses, gauges and accessories shall be made workable and bidder has to ensure successful completion of work within schedule time in case of any breakdown of any equipment. BHEL will not be provided any equipment for subject work.

C) AREA OF WORK:

Work shall be executed for MRS pit of Unit#02 and as Unit#02 is in operation, bidder to ensure to carryout work with minimum disruption. Bidder shall ensure sealing all joints (Wall, raft), honeycombs, cracks, defective concrete to ensure complete arrest of leakage. Dewatering of MRS pit shall be carryout by BHEL.

All other tools, plants, machinery and services required for successful completion of work shall be arranged by contractor. Apart from the above scope/nature of works. During the period of said job, no vehicle will be given exit for any purpose other than mechanical repairs/rectification.

D. TERMS & CONDITIONS OF CONTRACT

1. All the work shall be carried out as per BOQ, Specification, GCC, BHEL Safety rules specifications, IS codes and as per directions of Engineer-in-Charge.
2. SAFETY- Agency should ensure the morning TBT for all its workers and operators engaged for every day. TBT registers are to be strictly maintained by the agency for everyday countersigned by EIC representative. For a concerned month, collective scan has to be submitted along with the BILL.
3. Payment Terms- The payment shall be made once in a month against certified RA bills. No advance payments shall be made by BHEL.
4. The contractor shall be whole and sole custodian of the all equipment's and materials and should provide adequate work force/ resources for all the work.
5. Labour Laws- The contracting agency shall comply with all necessary labour laws, safety norms, BHEL Safety rules and other statutory requirement.
6. Insurance coverage- The contracting agency shall arrange for Insurance coverage for their equipment, as per applicability. BHEL shall not have any liability what so ever in this regard. Any loss or damage of property / material / equipment of BHEL or other agencies due to negligence of the crew employed by the agency shall be recovered from the agency. No insurance is applicable on both electrical and diesel dewatering pumps.
7. VARIATION: NOT APPLICABLE.
8. DEFECT LIABILITY PERIOD- 06 months.
9. Quoted rates will be firm during extended period of the contract.

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10. Watch & ward of the work and materials, equipments of the contractor shall be arranged by contractor at his own cost till the completion of work to BHEL/ BHEL. No claim in this account shall be entertained by BHEL/ BHEL.
11. Works should be completed in all respect, terms and conditions specifically not mentioned in the scope shall be executed as a part of scope to complete the job within quoted price as per BOQ, TS, GCC, BHEL Safety rules& specifications. Prices are of firm basis and no escalation is payable.
12. Water for the work is in the scope of contractor. No separate payment to be made by BHEL/ BHEL on this account.
13. Lodging & Boarding-The contracting agency shall arrange for lodging & boarding of his staff and crewmembers, at their own cost outside plant area.
14. The contractor has to remove all unserviceable/ scrap materials from respective site before handing over of the work as per instruction of EIC.
15. CLIMS (Contract Labour Integrated Management System) is in practice in PVUNL/ BHEL. All the workers/Engineers gate pass are strictly to be entered in CLIMS system with required data. Labours/Workers/Engineers are to undergo Medical/Safety/HR Clearance in CLIMS system for enabling physical entry into the plant.
16. Payment of wages to operators/workers/ labours shall be not less than the minimum wages as per law. Labour rates may be changed during contract period as per Govt. directives there for the contractor has to be paid revise rates and arrear also with effect from wages revise date to the deployed workers accordingly. BHEL/ BHEL will not pay/ reimburse anything additionally to the contractor on this account over and above the rates and total price offered. It is the responsibility of agency to provide all the required documents (Online/offline wage sheet, PF, ESI, requisite forms) for HR NOC of every working month. HR NOC and FQA Certification of works are mandatory requisite documents of every RA/Final Bill. By 7th of each month, agency has to submit all the documents for processing the HR NOC of previous month of subject work/contract.
17. Contractor has to inspect the proposed site before tendering and accordingly quote their rate. Agency may visit the execution site (as per the scope of work) before tendering and accordingly rate may be quoted. Bidders must read the item precisely well before quoting the rate.
18. Agency has to deployed sufficient manpower including one number site incharge/ engineer/ supervisor having experience for supervising, taking measurements and preparation of bill for works similar to subject mentioned works. In case he is found not suitable, he will be replaced in a week notice. After the award of work , agency has to submit the schedule of work for completion.
19. Normally the work will be executed for the hour of 09:00AM to 06:00PM in each working day, but in the emergency, the work will be executed on holidays and beyond normal working hour also as situation demands. As the subject work is dewatering in deep areas, round the clock manpower are to be available round the clock and all the efforts are to be laid to fully dewater the allotted area to provide a working atmosphere.

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E. PAYMENT TERMS:

The progressive payment shall be released after certification of BHEL that the works have been performed in accordance with the Technical Specifications and also certification of Engineer-in-Charge. However, the release of first progressive interim payment shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of the relevant provisions of GCC.

The payments for works under the scope of this contract shall be as per clause no 2.6; clause 2.22; clause 2.23 of General Conditions of Contract and Chapter X of Special Conditions of Contract.

F. CONTRACT PERFORMANCE SECURITY/SECURITY DEPOSIT: NOT APPLICABLE

G. SPECIAL INSTRUCTION

1. Time is the essence of the contract, the work shall be executed as per instruction of EIC. Terms and conditions specifically not mentioned in the scope shall be executed as a part of scope to complete the job within quoted price as per BOQ, TS, GCC, CPWD specifications.

Duration of work: 05 (Five) days

Date of start: Immediately from date of issue of Work-Order.

Engineer In Charge: HOD(Civil)

2. Defect liability period: 06 Months.
3. Safety Norms: BHEL Limited corporate safety norms/ conditions which is being followed in BHEL must be adhered to. BHEL safety rules are to be followed in each of the construction practices in the subject work. As the works are to be carried outside in areas vicinity to road/proper barricading/diversion boards are to be installed in roads during construction to avoid any untoward incident/accident. Any damage to public/ public properties on this account are to be met/rectified by agency at his own cost. In case of any accidents during work the contractor has to arrange the requisite treatment at his own cost. All the Personal Protective Safety services are to be provided by the contractor at his own cost. Necessary civil, electrical and mechanical safety rules shall have to be strictly followed during the execution of work. The contractor shall be liable for penalty as per BHEL condition due to violation of any safety norms.
4. Settlements of Disputes & Arbitration: As per relevant and latest amendments of GCC/Arbitration act the provisions of arbitration shall be proceeded. This contract shall be governed by Indian Laws for the time being in force.

H. PENALTY:

If supplier/ Contractor fails to depute equipment/ operator within 10 Days from date of intimation from BHEL, LD shall be charged @ 0.5% of the corresponding WO item value (excluding elements of taxes, duties) for per week of delay or part thereof subject to maximum 10% of the total order value of WO item.

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Chapter-III: Taxes & Other Duties

TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any

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other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration**

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for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions

- i. Buyer shall be as per clause (a) of section 206C- (1H)
- ii. Seller shall be as per clause (b) of section 206C- (1H)
- iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.

17. Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

ANNEXURE-2

BOCW Act & Cess Act

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction

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Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.

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11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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Chapter-IV : Bill of Quantities and % Weightage of Individual Items

This Chapter consists of Part A & Part B of Volume II “Price bid”:

CONTENTS	
Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B: % weightage for amount of individual items of Schedule of quantity	BOQ and % weightage for amount of individual items of Schedule of quantity
PART C: Total Lump Sum Price for entire scope of Work	This part is available as “ Price Bid-284 ”.

Part A: Instructions to the Bidders

- Bidders shall quote Total Lump-sum Price for the entire scope of work in Rupees in PRICE BID.**
- BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
- Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
- For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. **However, this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.**
- Bidders to note that this is an ‘**Item rate contract**’. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 4 above.

PART B: % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”) for Package are given in following table-

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Chapter-IV : Bill of Quantities and % Weightage of Individual Items

S. N.	Description of Items	Unit	Qty.	Percentage Weightage of Amount w.r.t Total Amount
1	Pressure grouting (Pressure up to 2Kg/Cm2) of Elastic PUR (Polyurethane injection resin) Sika Injection 201 CE or Sika Injection 201 IN of Sika or equivalent approved for permanent watertight sealing including drillings of holes of appropriate dia and fixing of none return valve nozzle for grouting as required all complete as per manufacturer specification and direction of EIC (Engineer-In-Charge)	Kg	130	95.354523227
2	Providing & Fixing RENDEROC PLUG(RAPID SETTING WATER LEAK MORTAR OF FOSROC OR Equivalent Make in water seepage locations including handling, setting the mortar in prescribed areas as specified & directed.	Kg	150	4.645476773
Grand Total				100