



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

TENDER DOCUMENT

Name of Work	CIVIL CONSTRUCTION WORK FOR PRODUCTION SHOP (SIZE 110M X 50M) , STORE (500 SQM) AND ASSOCIATED OFFICES, ROADS & MISCELLANEOUS FACILITIES AT BHEL HERP VARANASI
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TENDER NOTICE NO.: HERP/WCM/CIVIL/BLDG/SHOP/23-24

DATE. 27.04.2023

Last Date of submission of Tender	18.05.2023		Time :	02:00PM
Date and Time for opening of Technical Bid	18.05.2023		Time :	04:00PM

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Notice Inviting Tender (NIT)

TENDER NOTICE NO.: HERP/WCM/CIVIL/BLDG/SHOP/23-24

DATE. 27.04.2023

Tenders are invited for '**CIVIL CONSTRUCTION WORK FOR PRODUCTION SHOP (SIZE 110M X 50M) , STORE (500 SQM) AND ASSOCIATED OFFICES, ROADS & MISCELLANEOUS FACILITIES AT BHEL HERP VARANASI**' as per details mentioned under:

Last Date of submission of Tender	18.05.2023	Time :	02:00PM
Date and Time for opening of Technical Bid	18.05.2023	Time :	04:00PM

S. No.	Name of work	Earnest Money	Period of contract	Cost of Tender Document
1.	CIVIL CONSTRUCTION WORK FOR PRODUCTION SHOP (SIZE 110M X 50M) , STORE (500 SQM) AND ASSOCIATED OFFICES, ROADS & MISCELLANEOUS FACILITIES AT BHEL HERP VARANASI	Rs. 20,06,840/-	13 Months	NIL*

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

- Electronic Fund Transfer (EFT) credited in BHEL Account. Receipt of payment must be submitted along with tender documents.

Name of Bank	State Bank of India
IFSC Code	SBIN0000201
Account No.	011103264820
Branch Code	0201
Address	State Bank of India, Main Branch Kachaheri, Varanasi
PAN No.	AAACB4146P
GST No.	09AAACB4146P2ZC

- Banker's Cheque/ Pay Order/ Demand Draft (DD) of any nationalize bank, In favour of BHEL. Original copy of the same must be sent to below mentioned address and duplicate copy must be submitted along with tender documents.

Office Address	SDGM (COMM & WCM), BHEL-HERP, Tarna Shivpur, Varanasi, PIN-221003 (UP).
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- The EMD amount in excess of Rs. 2.00/- lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.



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

Office Address	SDGM (COMM & WCM), BHEL-HERP, Tarna Shivpur, Varanasi, PIN-221003 (UP).
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- **No Exemption of EMD submission will be given to any Bidder. Without EMD, tenders will be rejected.**
- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions / Clarifications, etc. to the tender will be hosted on website i.e. <https://eprocurebhel.co.in>, <http://www.bhel.com> & <https://herp.bhel.com> only and will not be published in any other media. Bidders should regularly visit above websites to keep themselves updated.
- **Bidder to note that this is an e-tender and bidders have to submit this only through <https://eprocurebhel.co.in> site only. No hard copies of tender shall be accepted.**
- Bidder is requested to contact undersigned for any query or clarification.

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

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



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DIRECTIONS TO PARTIES FOR TENDERING

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

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)- Bidder has to submit all pages of NIT filled (wherever applicable) and signed & stamped.

1. Details of Bid & Bidder
2. Pre-qualifying Requirements (PQR) along with documents in support of meeting the same
3. Technical Condition of Contract (TCC)- Annexure A
4. Acceptance / No deviation certificate- Annexure B
5. BOQ & Price Schedule - Annexure C
6. Make of Structure Steel - Annexure D
7. Special Conditions of Contract SCC- Annexure E
8. Integrity Pact
9. General Condition of Contract (GCC)
10. Contract Registration Form
11. HSE Policy
12. Bank Guarantee Format
13. Drawing
14. Bidder's Declaration

Part-II (PRICE BID)

1. Price to be quoted on format given on <https://eprocurebhel.co.in> only.
5. Tenders shall be opened by authorized officers of BHEL at their office at the time and date as specified in the tender notice in the presence of tenderer or their authorized representative who may be present.
6. A representative of bidder (only 01 per bidder) shall be permitted to be present at the time of opening of bid. However, ***the bidder should give prior intimation of the same & seek permission after giving details of its representative by contacting designated person as per details mentioned in NIT at least 02 days in advance.***
7. The successful Tenderer shall submit security deposit (SD), if required and must sign contract agreement within 15 days from the date of Letter of Intent (LOI) given by Bharat Heavy Electricals Limited and further start the work under reference.
8. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.



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

- (a) Bidder Offer No.: _____ Date: _____
- (b) Legal Name of the bidder as in GST registration: _____
- (c) GST registration No. _____
- (d) State _____
- (e) Place of business _____
- (f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

- (g) Address of the Bidder: _____

- PIN code: _____
- (h) Contact No. of the Bidder: _____
- (i) Email ID of Bidder: _____

Certificates to be attached:

1. Copy of PAN, GST Registration Certificate.



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PRE-QUALIFYING CRITERIA (PQC)

A	<p>TECHNICAL QUALIFICATION</p> <p>Bidder shall essentially meet all the Qualifying Requirements (i.e. A1 & A2) as under, in last seven years from 31.03.2023:</p>
A1	<p>Experience of having successfully completed similar works during last 7 years ending on 31.03.2023 as per details mentioned hereunder:</p> <p>Three completed works having total executed value of each contract not less than Rs 341.30 Lacs plus taxes extra</p> <p style="text-align: center;">Or</p> <p>Two completed works having total executed value of each contract not less than Rs 426.62 Lacs plus taxes extra</p> <p style="text-align: center;">Or</p> <p>One completed work having executed value not less than Rs 682.60 Lacs plus taxes extra</p> <p>Similar works means</p> <p><i>"CIVIL CONSTRUCTION WORK FOR COMMERCIAL BUILDINGS/ FACTORIES/ PRODUCTION SHOPS/ STORES Etc."</i></p> <p>Note: -</p> <p>1.0) Copy of Work order/ LOI/ LOA/ PO along with completion certificate or MOM (confirming Completion of work) or handing over certificate from Bidder's customer for similar works shall be submitted in Techno-commercial bid.</p> <p>BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & 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>
A2	<p>Experience of having successfully completed similar works during last 7 years ending on 31.03.2023 as per details mentioned hereunder:</p> <p>Executed Civil Work for</p> <p>At least 1833.78 cum of RCC work, within a common period of Twelve consecutive months in cumulative of two running/ completed contracts</p> <p style="text-align: center;">Or</p> <p>At least 1222.52 cum of RCC work, within a period of Twelve consecutive months in one running/ completed contract</p> <p>Note: -</p> <p>1.0 Copy of Work order/ LOI/ LOA/ PO along with Completion certificate or MOM (confirming Completion of work) or handing over certificate or any other suitable documents from Bidder's customer for similar works shall be submitted in Techno-commercial bid.</p> <p>BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & 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> <p>2.0 "Executed" means the bidder should have achieved the technical criteria specified in the PQR even if the contract has not been completed or closed.</p>



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B	FINANCIAL QUALIFICATION
B1	<p>Bidders should have average financial annual turnover of Rs 302.05 Lacs during the last 03 financial years 2019-20, 2020-21 and 2021-22. Bidder to submit following documents for this-</p> <p>CA Audited Profit/ Loss and Balance Sheet And ITR for the same financial year (Income Tax Return)</p> <p>Notes:</p> <p>(i) In case audited financial statements have not been for all three years as indicated against B1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>(ii) If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified chartered accountant.</p> <p>(iii) Documents from CA's submitted by the bidders should have UDIN</p>
B2	<p><u>NETWORTH (Only in case of Companies)</u></p> <p>Net worth (Only in case of Companies) of the Bidder for above mentioned financial years based on the latest Audited Accounts as furnished for 'B1' above should be positive.</p>
B3	<p><u>PROFIT</u></p> <p>Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'B1' above.</p> <p>Note: Profit shall be PBT earned during any one year of three financial years as in B1 above.</p>
B4	<p>Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p>

- In case, any credential (s) is/are found unauthentic, offer of the bidder is liable for rejection. BHEL reserves the right to initiate any further action as per its internal guidelines.
- It is to be noted that in case of any conflict arises for provisions given in SCC, TCC & GCC, SCC supersede TCC and TCC supersede GCC.



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Annexure-A
Technical Conditions of Contract (TCC)

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Sl. No.	DESCRIPTION	Chapter
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2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
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9	Health Safety and Environment	Chapter-IX
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11	Technical Specification for supply of items	Chapter-XI
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Technical Conditions of Contract (TCC)

Chapter-I

1.0 Project Information

1.0	Project Title: CIVIL CONSTRUCTION WORK FOR PRODUCTION SHOP (SIZE 110MX50M), STORE (500SQM) AND ASSOCIATED OFFICES, ROADS & MISCELLANEOUS FACILITIES AT BHEL HERP VARANASI	
1.1	Project Site	BHEL HERP VARANSI
1.2	Owner	BHEL
2.0	Location and approaches	
2.1	Plant Site Location	BHEL HERP Plant, Tarna, Shivpur, Varanasi, Uttar Pradesh-221003
2.2	State Capital	LUCKNOW
2.3	Nearest Railway Station	Varanasi Junction Railway Station (BSB), Cantt, Varanasi (6 Km)
2.5	Nearest Airport	Lal Bahadur Shastri Airport, Babatpur, Varanasi- (12 Km)



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Technical Conditions of Contract (TCC)

Chapter-II

2.0 SCOPE OF WORK

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

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

- Civil Work of Main production shop and store
- Inside & outside shop Cable Trenches
- Inside & outside Drains
- Demolition of Old Store
- Roads etc.

This specification covers Civil Construction work for production shop (size 110m x 50m) and associated offices, washrooms, Electrical panel rooms, roads, drains, trenches & miscellaneous facilities at BHEL HERP Varanasi in line with drawings, specifications and Bill of Quantity provided by BHEL. This work includes but not limited to the following:

- Preparation & levelling of the site
- Construction of foundation of main & auxiliary columns along with foundation bolts
- Earth work
- RCC, Concrete work & Grouting
- **Power Floating of RCC Floor base for Epoxy Flooring**
- Brick work
- Plastering and painting
- Wooden and metal doors, windows and partitions
- Waterproofing, flooring, ceiling, plumbing works, sanitary works
- Road work, drainage, Sewage connection
- Wall all along the perimeter of shop

Complete in all respects.

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

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

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



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2.2 The scope of work will involve following Civil, Structural and Architectural works and shall be executed as per relevant IS Codes.

- i) Earthwork in backfilling up to any depth below ground level.
- ii) Excavation of earth and backfilling including dewatering of excavations for foundations, trenches, pits, plinth beams, cable trench etc. till the construction of the same is completed and disposal of surplus earth in all types of soil.
- iii) Construction Raft/ Foundation with pedestal for all civil structures, trenches, tunnels, sumps, grade beams, tie beams at foundation level, grade slabs, floor slabs and roof slabs at any height, equipment foundations etc.
- iv) Fabrication and fixing of templates/frames, inserts, fixing of anchor bolts, sleeves, and embedment etc. in concrete.
- v) Providing and filling in trenches, plinths, area paving and other underground structures with graded stone aggregate
- vi) Supply and Grouting of pocket holes/pipe supporting structure, etc.
- vii) Providing and fixing doors, windows, ventilators, etc.
- viii) Brickwork, Plastering, Painting, Flooring, etc.
- ix) Supply and fixing of rain water down take pipes, Misc. work required for completion of office complex, etc.
- x) Providing and fixing plumbing items and sanitary works.
- xi) Supply of TMT Steel /reinforcement/sand/stone and cement of all civil works in this scope under this package. Detail specification of Supply of TMT Steel /reinforcement and cement is given in chapter XI of TCC.
- xii) Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and fro the site, fuel and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.
- xiii) Furnishing samples of all materials required by the engineers for testing/inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
- xiv) Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
- xv) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.



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- xvi) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- xvii) The drawings enclosed with this tender are intended to give the tenderer a general idea of the type and extent of work involved. ***The drawings are as such only indicative and not to be considered as the exact construction drawings. Further this is to be noted that the drawings and the documents furnished along with this specification are the sole property of B.H.E.L. & It must not be used directly or indirectly in any way detrimental to the interest of the company.***
- xviii) The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraph and all such incidental items not specified but reasonably imply and necessary for completion of the job as a whole all as desired and as directed by the engineer.
- xix) **RCC Power Floating Floor base for Epoxy Flooring. Special Power Floating tools is required.**
- xx) **In order to save time, contractor may explore the availability of Ready Mix Concrete Plant in the vicinity & if available, contractor may propose the RMC (Ready Mix Concrete) of desired mix & grade through RMC Supplier . Prior approval of BHEL Engineer -I / C is mandatory for supply of RMC through RMC Supplier . Raw materials like cement, admixture, 10mm / 20mm aggregates & course sand etc. for RMC shall be of approved quality by BHEL. All concrete shall be produced as per the Design Mix / Nominal Mix approved from BHEL. No delay at the end of supplier shall be entertained by BHEL for whatever reason. Timely supply of RMC in requisite quantity and quality shall be the responsibility of contractor only. Field quality tests as per approved FQP shall be conducted at site for use of supplied RMC. Acceptance of RMC at site is sole decision of BHEL and no claim shall be accepted for rejected quantity of RMC, if any.**
- xxi) The complete works shall be carried out as per **BOQ cum Rate schedule**. If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per **SSC**. However , contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer, which shall be binding on the contractor.
- xxii) In case the description / specifications as per BOQ are found to be incomplete, Indian Standard Codes (IS Codes) specifications shall be followed. Quantities mentioned in the BOQ cum Rate Schedules, are approximate only and liable for variation due to change of scope of work /variation in schedule of quantities, changes in design etc. The contractor shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same.
- xxiii) **It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, before procurement of Paint, cement, TMT & other items as per BOQ.** On receipt of materials at site these shall be subjected to inspection and approval by BHEL as per FQP. The contractor shall inform BHEL details regarding manufacturing certificate, batch No. date of expiry etc. and produce test certificate for each lot / batch with correlation of batch / lot no. with respective test certificate. No Material will be allowed to be used without valid test certificate.



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xxiv) All charges on account of Octroi, terminal or sales tax and other duties on material obtained for the works from any source shall be borne by the contractor.

2.3 Supply of Sand/ Stone : sand & Stone will be supplied with original copy of valid royalty challan only as applicable. Materials will not be allowed to enter in BHEL HERP Plant without valid royalty challan as applicable.

2.4 Supply of TMT Steel / Reinforcement:

Supply of all types of TMT Steel / Reinforcement (as per BHEL Drawings) for all civil work are in the scope of bidder. Supply of all type of TMT Steel / Reinforcement shall be done only from approved manufacturer as explained in the chapter XI of TCC.

2.5 Supply of Cement:

Supply of all type of cement (as per BHEL Drawing) for all civil work are in the scope of bidder. Supply of all type of cement shall be done only as per details explained in the chapter XI of TCC.

2.6 Supply of Foundation Bolt:

Supply of Foundation Bolts & its nuts for all columns shall be in the scope of Bidder. Material specification and size shall be provided to bidder in detail final drawing of BHEL after LOI.

2.7 SITE VISIT

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

2.8 Bidders may take note of the following points while sending their offers:

- a) The quoted prices also include the cost of transportation, unloading, stacking and handling of materials supplied by bidder from its work to BHEL HERP Varanasi, including assembly and erection with associated works complete in all respects.
- b) Bidders are requested to gather all relevant information & prevailing local laws etc. in the specified regions. No claim shall be entertained on account of lack of knowledge of site condition.
- c) The above technical specification, design drawings (Attached at Chapter-XII of TCC) is a minimum requirement and for a broad idea of the bidders only.
- d) The materials and workmanship must be of good quality and accepted standards and specifications. BHEL reserves the right to reject any material not up to the specification. After completion of work, the building and areas around them should be cleared of all rubbish, debris etc. and handed over in fit condition for occupation.

2.9 Technical Specification

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



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2.10 Field Quality Assurance:

All quality records and log sheets shall be maintained as per the requirement of BHEL and as per Field Quality Plan approved by BHEL.

2.11 Construction Power: (Chargeable)

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

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

2.12 GENERAL:

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

2.13 Construction Water: Construction Water charges will be applicable as per GCC.

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

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

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

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



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Technical Conditions of Contract (TCC)

Chapter-III

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

Sl.No	Description PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT (Only for Erection at Site)			
3.1.1	FOR CONSTRUCTION PURPOSE AT SITE:			
a	Open space for office (as per availability).	Yes		Location will be finalized after joint survey with Contractor for erection purpose at site
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with Contractor for erection purpose at site
c	Construction of bidder's office and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment's, office/ store consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	Construction of canteen is not allowed inside BHEL HERP Premises. Contractor to make own arrangements for the same.
f	Fire-fighting equipment's like buckets, Fire extinguishers etc		Yes	
g	Fencing of storage area, office etc of the contractor		Yes	



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



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



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Sl.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the materials covered under this scope		Yes	
b	Drawings for construction methods		Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	Changes are to be marked in drawing & handover revised drawings to BHEL on completion of work.
d	Bill of Material		Yes	
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in a month.		Yes	



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

A. TOOL & PLANTS

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

Minimum List of Tools to be deputed by Contractor:

Sr No	Description of Tools	Quantity
01	Welding Machine	01
02	Self Mixing Concrete Mixture	01
03	Vibrators	02
04	Dewatering pumps	02
05	JCB/Poclain/ Hydraulic Excavator	01
06	Tractor	01
07	Ply Shuttering board with adequate supporting structure	Lot (As per requirement)
08	Pipe Scaffolding, Clamps / Swivel Couplers (One/Two Way), Props, Jacks, Screw Nos, MS Pipes, Wooden Battens, Planks, Bullies, H Frames, Tie Rods with Nuts, Adjustable Acro Span	Lot (As per requirement)
09	Reinforcement bending machine	01
10	Reinforcement cutting machine	01
11	Plate Compactor	01
12	Total Station	01
13	Auto level & Staff	01
14	RCC Power Floating flooring tools for base for Epoxy Flooring	01

Note: Above is the minimum T&P, however adequate quantity of T&P will be deputed by successful bidder to achieve project schedule as per BHEL HERP requirement.

B. MANPOWER FOR EXECUTION OF WORK

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

C. MEASURING AND MONITORING DEVICES (MMD): AS PER REQUIREMENT TO BE FINALIZED AT SITE.

D. CONSUMABLES FOR EXECUTION OF WORK:



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



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5.0 Tool & Plants and MMEs to be provided by BHEL

Nil



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6.0 Time Schedule and Mobilization:

6.1 Initial Mobilization and Time Schedule:

After issuance of LOI (through email/fax/courier), Contractor shall report to the Manager (M&S) of BHEL HERP VARANASI within 07 days for Kick of meeting (KOM) and make Minutes of Meeting (MOM) for mobilization of manpower, T&P, Date of start of work, Erection sequence and detailed completion schedule as per priority of BHEL HERP.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the ***contract period of (13) thirteen months*** in as per priority of BHEL to match with the project schedule.

Date of start (DOS) of works shall be reckoned as 15 Days after date of Issuance of LOI (Letter of Intent). However, the date of start may be reviewed and changed accordingly by Engineering In-charge of BHEL HERP Varanasi with recorded reasons in the KOM (Kick of Meeting).

If kick off meeting does not happen due to any reason, then Date of start (DOS) of works shall also be reckoned as 15 Days after date of Issuance of LOI (Letter of Intent).

6.2 Contract Period and Schedule of Completion:

The schedule completion of contract is ***(13) thirteen months from Date of start***. Whereas The bidder will depute his resources in adequate manner to meet BHEL priority time to time.

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



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7.0 PAYMENTS:

7.1 Monthly running bills will be paid against actual execution of work and submission of the bills by the contractor. Payment of each running bill will be limited to 95% and balance 5% of each running bill amount will be retained by BHEL as retention amount.

The processing of bill shall also require signing of measurement books (MB) by the contractor when called for to do so. In the event of delay in signing of MB by the contractor the processing of bill may get delayed, BHEL shall not be responsible for any delay in release of payment on account of this.

The date of submission of bill complete in all respect shall be reckoned from the date of submission of the last required document/ clarifications pertaining to the bill by the contractor. No interest shall be payable on any amount due to the contractor including EMD & SD.

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

7.2.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the BOQ, Annexure-C.
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract
- iv) If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost.
- v) Following documents are required to be submitted by the contractor for payments with each Running Bill:
 - a) Invoice – original+2 copies
 - b) Running Account Bill (RAB) signed by Contractor. Original
 - c) GST paid challan for Previous RAB: 2 Copies
 - d) Proof of Wages Paid including PF& ESI: 2 Copies
 - e) Quality Inspection Protocol as per FQP.
 - f) Bank Guarantee (for Security Deposit), if opted by contractor: Original + 1 Copy, along with Measurement Book (MB) jointly signed by BHEL Engineer and Contractor.
- vi) The running bill of the contractor will be processed & payment shall be released within 30 days from the date of submission of the bill complete in all respects with all required documents enclosed as per contract.

7.2.2 Final Bill

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

- i) 'No Claim Certificate' by contractor



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ii) Clearance certificates where ever applicable, various Statutory Authorities like Labor department, PF Authorities, Commercial Tax Department, etc.

iii) Indemnity bond as per prescribed format

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

7.3 RETENTION AMOUNT

Retention amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each running bill admitted. Refund of complete retention amount will be done in the final bill.

7.4 GROUNDS FOR WITHHOLDING PAYMENTS

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

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

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

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

7.6 Terms of Payment:

MEASUREMENT OF WORK AND MODE OF PAYMENT:

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



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

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



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

- 8.1** The successful bidder shall furnish proof of GST registration. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 8.2** The contract price shall be inclusive of all taxes including Goods and service tax (GST), GST Cess, license charges, deposits, duties, tools, royalty, commissions or other charges, if any. Bidder should also note that no other taxes including new taxes, if imposed subsequently and variation in any taxes shall not be reimbursed by BHEL. In case, BHEL has to pay any of such taxes, BHEL shall have the right to recover the same from contractor's bills or otherwise as deemed fit.
- 8.3** BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -
PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER WORK ORDER PAYMENT TERMS.
PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:
(A) PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.
(B) FILING OF GST RETURN- 2B WITHIN SCHEDULED DATE.
(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL.
NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.
- 8.4** Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will be as below:-
BHEL GSTIN - 09AAACB4146P2ZC
NAME - Bharat Heavy Electricals Limited
ADDRESS - BHEL HERP Tarna Shivpur Varanasi-221003
- 8.5** Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 8.6** Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for



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execution of the works under this contract. Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

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

- 8.7** TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.8** TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills
- 8.9** **Royalty Challan** : Successful Bidder to arrange valid royalty challan supply of sand & Stone as applicable. Without original copy of valid royalty challan , materials will not be allowed to enter in BHEL HERP Plant.



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9.0 Health Safety and Environment

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

1. Our factory is a no-smoking zone, so this rule shall be observed by all workmen at all times while working inside the premises.
2. Workers shall not indulge in gambling or consumption of liquor while working inside BHEL premises.
3. Workmen in inebriated condition shall not be allowed to enter BHEL premises.
4. Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act, Uttar Pradesh Factories Rules and BHEL Rules and Regulations.

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

1. No workman shall be allowed below the age of 18 years on the date of starting work in BHEL HERP, Varanasi. Neither shall any contract worker be allowed above 60 years of age during the entire period of contract.
2. For any Welder, Electrician, fitter to be employed for work, notarised copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished before start of work.
3. At the time of starting work, the contractor shall submit all PPEs through entries in BHEL HERP Material Gate for items such as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields, masks, ear-buds, muffs gloves etc. as relevant and mandatory for adequate safety of personnel. Contract Executing Department will inspect the work place and confirm whether workmen have been provided the PPEs and are using the same or not. If this is not found, BHEL HERP is free to take action against the contractor(s).
4. For any Chemicals, Paints or oils etc. that may be brought inside the factory premises, the empty drums, containers etc. shall be taken out through the Material Gate under intimation to HOD concerned of the department where work is carried out. OR will be deposited at



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Scrapyard of Factory Main Store through concerned department, against Scrap Delivery Note (SDN), No oil, effluent or chemical etc. shall be drained in the drains or water pools inside factory.

5. Medical fitness certificate not more than one month old, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL HERP.
6. For all such work requiring working at heights such as rooftops, columns of blocks etc., special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo etc.
7. The contractor shall follow the Permit systems for all dangerous operations as specified in the Factories Act, 1948 and Uttar Pradesh Factories Rules, 1950 including their latest revision and/ or amendments, if any.
8. It will be mandatory for the vehicles brought inside the factory by the contractor along with its driver to comply with all the legal and statutory rules framed under the Motor Vehicles Act 1988 and the Central Motor Vehicles Rules 1989 including their latest revision and/ or amendments, if any.
9. Maintaining road safety rules inside factory at all times is the prime responsibility of contractor. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL HERP, Varanasi by any act of carelessness on road/mishap, shall be recoverable from the contractor.
10. BHEL's HSE policy shall be honoured at all times (Attached herewith).
11. No unsafe act shall be indulged-in by the workmen brought/ employed by the Contractor at BHEL HERP Varanasi.
12. Mobile phone usage is not allowed while doing any work or working at any machine tool area/dangerous operation, Battery operated truck, Cranes etc.
13. No loose clothings like shawls, mufflers, dupatta etc. should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence.
14. No make-shift arrangements shall be made for any engineering shop-floor work.



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15. Compressed air shall not be used for area or personal cleaning/de-dusting.
16. Man-lifter/ Jhula/ scaffolding pipes for temporary platform/ Any other suitable arrangement etc which will be used for side & roof cladding as per work requirement shall be in the scope of Contractor only.
17. All safety equipment applicable for height work like Safety helmet, Safety Shoes, Full body harness, safety belt, Safety nets, life line, fall arrestor etc. shall mandatorily be used during execution of work. Contractor shall include its cost in their quoted price.
18. All safety equipment shall be as per Indian Standard or other applicable International standards only with valid manufacturing test certificate.
19. Contractor should not use any very old Lifting Tools & Tackles with excessive wear and tear at work. Only Lifting tools & Tackles in physically good condition will be allowed for execution of work.
20. Drinking water will be provided free of cost by BHEL.
21. First Aid facility will be maintained at work place by Contractor in quoted price.
22. 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.
23. One Safety supervisor will be deputed by Contractor for execution of work.
24. The contractor shall at all times indemnify BHEL HERP against all claims, damages or compensation 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 proceeding 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.
25. Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the



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contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.

26. PROVISION OF PPEs (Personnel Protective Equipment's)

- Personnel Protective Equipment (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured
- The following matrix recommends usage of minimum PPEs against the respective job.

Sl. No	Type of work	PPEs
1	Concrete and asphalt mixing	Nose mask, hand glove, apron and gum boot
2	Welders/Grinders/ Gas cutters	Welding/face screen, apron, hand gloves, nose mask and ear muffs if noise level exceeds 90dB. Helmet fitted with welding shield is preferred for welders
3	Stone/ concrete breakers	Ear muffs, safety goggles, hand gloves
4	Electrical Work	Rubber hand glove, Electrical Resistance shoes
5	Insulation Work	Respiratory mask, Hand gloves, safety goggles
6	Work at height	Full body harness, Fall arrestor (specific cases)
7	Grit/Sand blasting	Blast suit, blast helmet, respirator, leather gloves
8	Painting	Plastic gloves, Respirators (particularly for spray painting)

- The PPEs shall conform to the relevant standards. The list of PPE's is not exhaustive.
- Besides the PPEs mentioned above, the persons shall use helmet and safety shoe. The visitors shall use Helmet and any other PPEs as deemed appropriate for the area of work.

Colour scheme for Helmets:

1. Workmen: Yellow
2. Safety staff: Green or white with green band
3. Electrician: Red
4. Others including visitors: White

- All the PPEs shall be checked for its quality before issue by the contractor and the same shall be periodically checked. The users shall be advised to check the PPEs themselves for any defect before putting on. The defective ones shall be repaired/ replaced.



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27. WORK PERMIT SYSTEM

The following activities and points shall come under Work Permit System:

- a) Height working
- b) Heavy lifting above 50 ton
- c) Safety Permit

28. SCAFFOLDING

Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

29. LIFTING SAFETY

It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any incident and damage to other equipment and personnel.

Defective equipment or uncertified shall be removed from service.

Any equipment shall not be loaded in excess of its recommended safe working load.

30. DAILY HSE CHECKS

Both the Site Supervisors and safety supervisor of contractor are to conduct daily site Safety inspection around work activities and premises to ensure that work methods and the sites are maintained to an acceptable standard. The following are to form the common subjects of a daily safety inspection:

- a) Personal Safety wears & gear compliance.
- b) Complying with site safety rules and permit-to-work (PTW).
- c) Use of tools and equipment etc. by the workers.

31. INSPECTION OF T&Ps

- a) A master list of T&Ps shall be maintained by the contractor.
- b) All T&Ps being used at site shall be inspected by HSE officer once in a month for its healthiness and maintenance.



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32. INSPECTION ON HEIGHT WORKING

- a) Same shall be done as per Work Permit

33. INSPECTION ON WELDING AND GAS CUTTING OPERATION

- a) Supervisor shall ensure that no flammable items are available in near vicinity during welding and gas cutting activity.
b) Gas cylinders shall be kept upright.
c) Use of Flash back arrestor shall be ensured at both ends.
d) Availability of fire extinguisher at vicinity shall be ensured.

34. INSPECTION ON ELECTRICAL INSTALLATION / APPLIANCES

- a) Ensure proper earthing in electrical installation
b) Use ELCB at electrical booth
c) Electrical installation shall be properly covered at top where required
d) Use appropriate PPEs while working

35. HSE PENALTY

S.No.	Nature of Non-Compliance	Penalty Amount	Remarks
1.0	Working Without Proper PPE	Rs 500 per case per day	
2.0	Working Without Height Permit	Rs 1000 per case per day	
3.0	Performing gas cutting without flash back arrestor	Rs 1000 per case per day	
4.0	Not using proper ELCBs for electrical equipment	Rs 2000 per case per day	
5.0	Using lifting tools/ equipment's without valid load test certificates	Rs 1000 per case per day	
6.0	Major Accident Worker unable to resume work within 48 hrs	Rs 100000 Per incident	
7.0	Fatal Accident	Rs 500000 Per incident	



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Technical Conditions of Contract (TCC)

Chapter-X

10.0 General

- 10.1 THE WORK SHALL BE EXECUTED UNDER USUAL CONDITIONS AFFECTING MAJOR PROJECTS IN AN EXISTING PLANT AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL COOPERATE WITH PERSONNEL OF CUSTOMER'S CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
- 10.2 ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
- 10.3 THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 10.4 ALL NECESSARY CERTIFICATES AND LICENSES REQUIRED TO CARRY OUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY.
- 10.5 ALL CRANES, TRANSPORT EQUIPMENTS, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMMABLES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR.
- 10.6 ALL EXPENDITURE, INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSES ELSEWHERE IN THESE SPECIFICATIONS. THE CONTRACTOR'S QUOTED RATES SHALL INCLUDE ALL SUCH CONTINGENCIES. IN THIS CONNECTION REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT.
- 10.7 THE DISTANCES INDICATED IN THESE SPECIFICATIONS ARE ONLY APPROXIMATE. HOWEVER, THE TENDERERS SHOULD ASSESS THE VARIOUS DISTANCES AND SITE CONDITIONS BY VISITING SITE BEFORE SUBMITTING THEIR OFFER. NO ADDITIONAL/EXTRA CLAIMS FOR ANY VARIATION IN THIS REGARD WILL BE ENTERTAINED.



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11.0 Technical Specification for supply of items

11.01 MAKES/ BRANDS OF VARIOUS ITEMS

S. No.	Description of Item	Makes/ Brands
1.0	Reinforcement Steel	As per Annexure-D
2.0	Cement	ACC / BIRLA / J K CEMENT / CCI / ULTRATECH / SHREE CEMENT /PRISM/AMBUJA
3.0	Tiles	Kajaria, Somany, Rak Ceramics, Orient Bell, Asian Granito, NITCO, Cera, Varmora, Simpolo, Johnson
4.0	PVC & CPVC Pipes	Supreme, Astral, Ashirvad, Finolex, Prince, Sintex, Vectus, Apollo, Prayag
5.0	Painting items	Asian Paints, Berger, Kansai-Nerolac, Shalimar, Dulux, Indigo, Nippon, Dupont, Jonson & Nicholson, Akzonobel
6.0	Putty	Berger,Nippon, Asian Paints, Nerolac, Indigo, Birla, JK Wall, Pidilite,
7.0	Sanitary Fittings	Jaquar, Hindware, Cera, Asian Granito, Duravit, Kohler, Johnson, Parryware, Moca, Colston
8.0	Bathroom Fittings	Jaquar, Hindware, Cera, Plumber, Kohler, Johnson, Colston, Parryware, Moca,
9.0	Aluminum	
10.0	Wooden Doors	Greenply, Centuryply, Maxon doors, Shatabdi Ply, Supreme, Mikasa, Managalam Timbers, Duro
11.0	Epoxy Flooring	Sika, Asian Paints,
12.0	Water Proofing Compounds & Other chemicals	Dr Fixit, Abro, Berger, Fosroc, Ardex Endura, Star Coatings, Cico,
13.0	Glass	Saint Gobain, Modiguard, La Opala, Asahi, Fuso, Glass wall, Piramal, Pragati, Gold Plus, Gurind

Note:

1.0 All the items should be as per relevant IS codes. In case relevant IS codes are not available, then relevant international codes/ standards shall be applicable.

2.0 If Makes/ Brands mentioned in the above table are not available, then Contractor can use equivalent makes/ brands after approval from Engineer-In-Charge of BHEL.

11.02 TECHNICAL SPECIFICATION FOR SUPPLY OF ITEMS



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S.NO.	Materials	Technical Specifications
1	TMT Steel / Reinforcement:	Reinforcement steel shall be of high strength deformed TMT steel bars of Grade Fe-500/Fe500D and shall conform to IS 1786.
		Each consignment of Reinforcement steel shall be duly correlated with manufactures TC.
2	Supply of Cement	Portland Pozzolana Cement (PPC). Conforming to IS:1489.
		Manufacturer of Cement should be BIS approved and having valid BIS Licence
		Testing of Supplied Material as per IS:4031
		Each consignment of cement shall be duly correlated with manufactures TC.
		one sample from each lot/batch shall be tested for setting time and compressive strength. Acceptance norms shall be as per relevant IS. If cement is stored more than 90 days in godown of contractor same shall be retested for compressive strength and setting area.
		Testing of the cement shall be done in Government / NABL approved laboratory.



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10.0 Design Drawings

Bidder to take note of following drawings attached herewith while quoting for this tender:

- a. PE-DG-AR-C001EV_R2_SH1-CHARGING ASSEMBLY AND TESTING SHOP SHED
ARCHITECTURAL PLANS
- b. PE-DG-AR-C001EV_R2-SH2_CHARGING ASSEMBLY AND TESTING SHOP SHED
ARCHITECTURAL ELEVATIONS
- c. PE-DG-AR-C001EV_R2-SH3_CHARGING ASSEMBLY AND TESTING SHOP SHED
ARCHITECTURAL SEC TIONS

These drawings are for reference of bidder only. Final drawings shall be provided after LOI to the successful bidder.



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Annexure-B

Acceptance \ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above NIT No **HERP/WCM/CIVIL/BLDG/SHOP/23-24** for "CIVIL CONSTRUCTION WORK FOR PRODUCTION SHOP (SIZE 110M X 50M) , STORE (500 SQM) AND ASSOCIATED OFFICES, ROADS & MISCELLANEOUS FACILITIES AT BHEL HERP VARANASI".

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

- 1.
- 2.

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

(Sign & Stamp of bidder)



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Annexure-C

BOQ & Price Schedule

Name of Work	CIVIL CONSTRUCTION WORK FOR PRODUCTION SHOP (SIZE 110M X 50M) , STORE (500 SQM) AND ASSOCIATED OFFICES, ROADS & MISCELLANEOUS FACILITIES AT BHEL HERP VARANASI
Important Instructions	<p>Bidder is to quote their premium/ discount in form of %below OR At par OR % Above over total cost on these Works (Including both Scheduled & Non Scheduled items) i.e. Rs 10,06,83,424/- (Inclusive of GST @18%).</p> <p>Bidder must quote their rate considering the same including input credit factor.</p>

Sl.No	DSR'21 Code	Description of work	Quantity	Unit	Rate	Amount
(A) Civil Work-Scheduled Items						
1		Carriage of material up to 1 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, moorum, building rubbish	20.00	cum	144.32	2886.40
(ii)	1.1.2	Earth	4005.00	cum	180.40	722502.00
(iii)	1.1.8	Bricks	199.80	1000nos	384.84	76891.03
(iv)	1.1.11	Steel	20.00	tonne	128.28	2565.60
2	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	8784.00	cum	149.00	1308816.00
3	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.	4780.00	cum	161.60	772448.00
4	2.26.1	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. All kinds of soil	3372.00	cum	104.50	352374.00



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5	2.31	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	600.00	sqm	14.50	8700.00
6		Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
(i)	4.1.8	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)	653.00	cum	6326.05	4130910.65
7	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).	171.00	sqm	370.85	63415.35
8		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.	4761.00	sqm	332.10	1581128.10
(ii)	5.9.3	Suspended floors, roofs, landings, balconies and access platform	1263.00	sqm	766.55	968152.65
(iii)	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers	612.00	sqm	608.35	372310.20
(iv)	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	701.00	sqm	804.25	563779.25
9	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	281350.00	kg	89.65	25223027.50
10	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.	49650.00	kg	89.65	4451122.50



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11	5.33.1.1	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement: All works upto plinth level Concrete of M25 grade with minimum cement content of 330 kg /cum.	2926.00	cum	7997.30	23400099.80
12	5.33.2.1	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum	385.00	cum	8964.75	3451428.75



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		<p>cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement:</p> <p>All works above plinth level upto floor V level Concrete of M25 grade with minimum cement content of 330 kg /cum</p>				
13	6.1.2	Brickwork with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in foundation and plinth in-cement mortar 1:6 (1 cement:6 coarse sand).	39.00	cum	6658.25	259671.75
14	6.4	Brickwork with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes & sizes in :				
(i)	6.4.2	cement mortar 1:6 (1 cement: 6 coarse sand).	825.00	cum	8288.35	6837888.75
15	6.13.2	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement :4 coarse sand)	151.00	sqm	1018.05	153725.55



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16	8.2.2.2	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite stone slab colour black, Cherry/Ruby red - Area of slab over 0.50 sqm	3.00	sqm	4425.35	13276.05
17	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 @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. sqm 1063.45	98	sqm	1063.45	104218.1
18	9.20.1	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	5	sqm	3086.1	15430.5
19	9.63.1	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete :250x10 mm	2	each	74.65	149.3



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20	9.65.1	Providing and fixing ISI marked oxidised M.S. door latches conforming to IS:5930 with screws etc. complete : 300x20x6 mm	2	each	82.4	164.8
21	9.81.1	Providing and fixing bright finished brass handles with screws etc. complete: 125 mm	4	each	205.1	820.4
22	9.83	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	21	each	1025.65	21538.65
23	9.97.4	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 150x10 mm	49	each	75.55	3701.95
24	9.100.1	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 125 mm	99	each	60.05	5944.95
25	9.101.1	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Single rubber stopper	49	each	35.5	1739.5



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26	9.117.2	<p>Providing and fixing factory made uPVC door frame made of uPVC extruded sections having an overall dimension as below (tolerance $\pm 1\text{mm}$), with wall thickness 2.0 mm ($\pm 0.2\text{ mm}$), 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 19 mm and 1mm ($\pm 0.1\text{ mm}$) wall thickness and 3 nos. stainless steel hinges fixed to the frame complete as per manufacturer's specification and direction of Engineer incharge. Extruded section profile size 42x50 mm</p>	11	meter	280.7	3087.7
27	9.118.2	<p>Providing and fixing to existing door frames: 30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm ($\pm 0.2\text{ mm}$), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm ($\pm 0.1\text{ mm}$) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm ($\pm 0.2\text{ mm}$) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm ($\pm 0.1\text{ mm}$) wall thickness. The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.</p>	4	sqm	2008.55	8034.2



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28	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)	71	sqm	937.00	66527
29	11.3.1	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 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. 40 mm thick with 20 mm nominal size stone aggregate	562.00	sqm	545.00	306290.00
30	11.37	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc., complete.	71.00	sqm	935.60	66427.60
31	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	399.00	sqm	1416.65	565243.35
32	12.41.2	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter	196	meter	319.75	62671.00



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33		Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.				
	(i)	12.42.1.2 Coupler 110 mm	5	each	119.95	599.75
	(ii)	12.42.3.2 Single tee with door 110x110x110 mm	10	each	205.45	2054.50
	(iii)	12.42.5.2 Bend 87.5° 110 mm bend	15	each	132.00	1980.00
34		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 x 1.6 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.				



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(i)	12.58.1	8 mm thick fully perforated calcium silicate board made with Calcareous & 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.	399	sqm	1851.50	738748.50
35	13.4.2	12 mm cement plaster of mix: 1 : 6 (1 cement : 6 coarse sand)	4370.00	sqm	294.35	1286309.50
36	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).	3232.00	sqm	339.10	1095971.20
37	13.16.1	6 mm cement plaster of mix : 1:3 (1 cement : 3 fine sand)	868.00	sqm	253.05	219647.40
38	13.18	Neat cement punning.	1627	sqm	67.80	110310.6
39	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).	10.00	cum	2007.10	20071.00
40	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.	10.00	cum	2928.10	29281.00
41	15.7.1	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 mud mortar	345.60	cum	581.15	200845.44
42	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.	60.00	cum	1698.45	101907.00



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43	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.	27.00	1000 No	5522.25	149100.75
44	15.19	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	20000.00	Kg	3.2	64000.00
45	15.20	Extra for dismantling trusses, rafters, purlins etc. of steel work for every additional span of one metre or part thereof beyond 10 metres	140000.00	Kg Per meter span	0.7	98000.00
46	15.21	Extra for dismantling trusses, rafters, purlins etc. of steel work for every additional height of one metre or part thereof beyond 5 metres	100000.00	Kg per meter height	0.7	70000.00
47	15.28.2	Dismantling roofing including ridges, hips, valleys and gutters etc.,and stacking the material within 50 metres lead of: Asbestos cement sheet	716.80	Sqm	63.75	45696.00
48	16.3.4	Supplying and stacking at site. Over burnt (Jhama) brick aggregate 120 mm to 40 mm	1491.00	cum	974.25	1452606.75
49	16.5.2	Laying water bound macadam sub-base with brick aggregate and binding material, earth etc. including screening, sorting and spreading to template and consolidation with light power road-roller etc. complete.(payment for brick aggregate and moorum etc. to be made separately) Over burnt (Jhama) brick aggregate 120 mm to 40 mm	1491.00	cum	725.60	1081869.60
50	17.2.1	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, 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 : W.C. pan with ISI marked white solid plastic seat and lid	4	each	5540.55	22162.2



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51		Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:				
(i)	17.7.2	White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap	4	each	1913.75	7655.00
52	17.10.1.1	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required : Kitchen sink with drain board 510x1040 mm bowl depth 250 mm	2	each	6008.45	12016.90
53	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.	4	each	299.35	1197.40
54	17.28.2.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.Flexible pipe 32 mm dia	9	each	104.35	939.15
55	17.32.4	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 1500x450 mm	4	each	1817.2	7268.8
56	17.34.1	Providing and fixing toilet paper holder : C.P. brass	3	each	680.80	2042.4
57	17.80	Providing and fixing white vitreous china battery based infrared sensor operated urinal of approx. size 610 x 390 x 370 mm having pre & post flushing with water (250 ml & 500 ml consumption), having water inlet from back side, including fixing to wall with suitable brackets all as per manufacturers specification and direction of Engineer-in-charge.	3	each	7004.45	21013.35



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58		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. Internal work - Exposed on wall				
(i)	18.7.1	15 mm nominal dia Pipes	77	meter	255.90	19704.30
(ii)	18.7.3	25 mm nominal dia Pipes	77	meter	408.55	31458.35
(iii)	18.7.4	32 mm nominal dia Pipes	52	meter	500.95	26049.40
(iv)	18.7.5	40 mm nominal dia Pipes	52	meter	674.35	35066.20
(v)	18.7.6	50 mm nominal dia Pipes	52	meter	927.00	48204.00
59		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	77	meter	441.15	33968.55
(ii)	18.8.3	25 mm nominal dia Pipes	77	meter	626.05	48205.85
(iii)	18.8.4	32 mm nominal dia Pipes	52	meter	712.75	37063.00
60		Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				
(i)	18.17.2	32 mm nominal bore	2	each	589.90	1179.80
(ii)	18.17.3	40 mm nominal bore	2	each	707.30	1414.60
(iii)	18.17.4	50 mm nominal bore	2	each	878.25	1756.50
61		Providing and fixing ball valve (brass) of approved quality, High or low				



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		pressure, with plastic floats complete :				
(i)	18.18.1	15 mm nominal bore	5	each	348.85	1744.25
(ii)	18.18.3	25 mm nominal bore	5	each	399.15	1995.75
62	18.21.2.1	Providing and fixing uplasticised PVC connection pipe with brass unions : 45 cm length 15 mm nominal bore	8	each	85.20	681.60
63	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	5000	per litre	9.7	48500
64	18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore	6	each	434.2	2605.20
65	19.1.2	Providing, laying and jointing glazed stoneware pipes class SP-1 with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete : 150 mm diameter	15	metre	591.4	8871
66		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 :				
(i)	19.6.2	150 mm dia. R.C.C. pipe	52	meter	493.10	25641.20
(ii)	19.6.3	250 mm dia. R.C.C. pipe	103	meter	811.15	83548.45
(iii)	19.6.4	300 mm dia. R.C.C. pipe	96	meter	902.05	86596.8
67	19.15.2	Providing M.S. foot rests including fixing in manholes with 20x20x10 cm cement concrete blocks 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) as per standard design : With 20 mm diameter round bar	10	nos.	420	4200
68	19.18.1	Supplying and fixing C.I. cover without frame for manholes : 455x610 mm rectangular C.I. cover (light duty) the weight of the cover to be not less than 23 kg	6	each	1341.35	8048.1



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69	19.34.1	Providing and fixing S.W. intercepting trap in manholes with stiff mixture of cement mortar 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete : 100 mm dia	8	each	378.45	3027.6
70		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)	544.80	kg	433.95	236415.96
71		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)	363.20	kg	521.25	189318.00



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72	21.2.1	Providing and fixing 12 mm thick pre-laminated 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. Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side	21.00	sqm	965.10	20267.10
73	21.3.2	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm)	202.00	sqm	1325.55	267761.10
74	21.13	Providing and fixing Brass 100mm mortice latch and lock with 6 levers without pair of handles (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	49.00	each	449.55	22027.95



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75	22.6	<p>Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying:</p> <p>(a) after surface preparation, first layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm.</p> <p>(b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm.</p> <p>(c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around.</p> <p>(d) fourth and final layer of brick tiling with cement mortar (which will be paid for separately. For the purpose of measurement, the entire treated surface will be measured.</p>	71	sqm	585.55	41574.05
76	22.23A	<p>Providing & Applying polymer modified, Flexible cementitious negative side waterproofing coating with elastic Waterproofing polymers on interior wall plaster surface in three coats @14.35 kg /10 sqm. one coat of self priming of cementitious waterproofing polymer(dilution with water in the ratio of 1:1) and two coats of cementitious waterproofing polymer (dilution with water in the ratio of 3:1) after scrapping and properly cleaning the surface to remove pre-existing paint film & loose particles till plaster is visible, complete in all respect as per the direction of Engineer-in-Charge.</p>	103	sqm	522.2	53786.60



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77	23.1.1.1	Boring/drilling bore well of required dia for casing/ strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer-in-charge, upto 90 metre depth below ground level. All types of soil 300 mm dia	50	meter	592.05	29602.50
78	23.3.2	Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia	40	meter	668.5	26740.00
79	23.4.2	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia	10	meter	681.9	6819.00
80	23.8	Gravel packing in tubewell construction in accordance with IS: 4097, including providing gravel fine/ medium/ coarse, in required grading & sizes as per actual requirement, all complete as per direction of Engineer-in-charge.	2.65	cum	1479.25	3920.01



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81	26.87.2	Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid plain flush door shutter of required size comprising of virgin polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm ² , modulus of elasticity 850 N/mm ² and resistance to spread of flame of Class A category with property of being termite/ borer proof, water/moisture proof and fire retardant and fixing with stainless steel butt hinges of required size with necessary full body threaded star headed counter sunk S.S screws, all as per direction of Engineer-In- Charge. (Note: stainless steel butt hinges and necessary S.S screws shall be paid separately): 35 mm thick	5	sqm	4556.05	22780.25
82	1035	Bolts and nuts above 300 mm in length	30	Quintal	7091.07	□ 212,732.09
83	0286	Brick Aggregate (Single size) : 50 mm nominal size	25.00	cum	869.66	21741.49
84	0287	Brick Aggregate (Single size) : 40 mm nominal size	25.00	cum	869.66	21741.49
85	2260	Carriage of Brick aggregate	50.00	cum	238.41	11920.36
86	3733	S.C.I. S&S, Slotted Cowl (Terminal Guard) 100 mm	1.00	each	401.38	401.38
87	6501	Sand zone V (Jamuna)	521.85	cum	1739.32	907663.60
88	7261	C.P. Brass angle valve 15 mm	15.00	each	468.28	7024.17
89	8215	Stainless steel butt hinges 125x64x1.9 mm IS : 12817 marked	1.00	10 nos	414.76	414.76
Cost for Civil Works-Scheduled Items Inclusive GST (A)						85456585.42
(B) Civil Work -Whitewash						



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90	13.42.1	Distempering with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification: Two or more coats on new work.	4266.000	sqm	92.75	395671.50
91	13.43.1	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface:- Water thinnable Cement Primer	3509.000	sqm	64.45	226155.05
92	13.60.1	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade: Two or more coats on new work.	3509.000	sqm	137.85	483715.65
93	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	3509.00	sqm	123.85	434589.65
Cost for Civil Work -Whitewash Works Including GST (B)						1540131.85
(C) Civil Work - Road						
94		Supplying and stacking at site.				
(i)	16.3.2	63 mm to 45 mm size stone aggregate	116	cum	1624.50	188442
(ii)	16.3.3	53 mm to 22.4 mm size stone aggregate	77	cum	1837.25	141468.25
(iii)	16.3.10	Moorum	68	cum	888.30	60404.4
95	16.4	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density .	193	cum	865.80	167099.4



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96		Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :				
(i)	16.30.1	On W.B.M. @ 0.75 Kg / sqm	773	sqm	45.20	34939.6
(ii)	16.30.2	On bituminous surface @ 0.50 Kg / sqm	1545	sqm	36.60	56547
97		Providing and applying tack coat using bitumen emulsion conforming to IS:8887, using emulsion pressure distributor including preparing the surface & cleaning with mechanical broom. With medium setting bitumen emulsion				
(i)	16.31.2.1	On W.B.M / W.M.M. @ 0.4kg/sqm	773	sqm	16.35	12638.55
98	16.40	Providing and laying seal coat of premixed fine aggregate (passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade VG - 10 bitumen per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface, including rolling and finishing with road roller all complete.	773	sqm	79.85	61724.05



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99	16.55.1	Providing and laying bituminous macadam using crushed stone aggregates of specified grading premixed with bituminous binder, transported to site by tippers, laid over a previously prepared surface with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge. 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 3.50% (percentage by weight of total mix) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	77	cum	7756.40	597242.80
100	16.57.1	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge. 40/50 mm compacted thickness with bitumen of grade VG-30 @ 5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	39	cum	10870.7 5	423959.25



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101		Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.				
(i)	16.78.1	With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	116	cum	2658.10	308339.6
Total on Civil -Road Work inclusive GST (C)						2052804.90
(D) Epoxy Flooring Work						
102	NSI-1	3+1mm thick Epoxy flooring system				
		Surface Preparation of concrete substrate with scarification to form the required anchor profile on the floor substrate. Additionally, cut anchor grooves in the substrate for proper adhesion and grip. Remove all traces of dust by using good industrial vacuum cleaner.	5429	Sqm	50.00	271450.00
103	NSI-2	Epoxy Underlay of 3mm thick				



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		Providing and applying 2 part epoxy resin primer over the prepared surface followed by a) Providing and applying self smoothing underlay screed at thickness of 3mm. When applied at minimum 3mm thickness having a fire rating Class A2 as per EN 13501-1, abrasion resistance of 0.7mm thickness as per IS 9162-1979, Comp. strength of 60 N/mm ² at 28 days as per IS 9162-1979, Flexural strength of 18N/mm ² at 28 days as per IS 9162 – 1979.b) Installation of Epoxy topping using notch trowels and Spike rollersc) Providing and applying two part, solvent free, coloured, 100% solids, self smoothing, smooth glossy, epoxy resin topping using notch trowels and spike rollers having compressive strength of 53 N/mm ² as per EN 196-1, Flexural strength of 20N/mm ² as per 196-1, Shore D Hardness 76 As per DIN 53 505, abrasion resistance 41mg (CS10/ 1000/ 1000) as per DIN 53109. All in complete as per the manufacturers specifications and directions of the engineer in charge.	5429	Sqm	1707.00	9267303.00
104	NSI-3	Providing and Applying Sealants in Construction joints considering 10 x 10 MM groove size.	206	RMT	320.00	65920.00
105	NSI-4	Providing And Applying 75x75mm wide Epoxy Coving and coated by PU paint Using Florthane	412	RMT	325.00	133900.00
106	NSI-5	Providing And Applying 100 mm Wide Yellow marking over cured PU flooring using Florthane.	464	RMT	235.00	109040.00
Cost for Epoxy Flooring Items Exclusive GST (D)						9847613.00
Cost for Epoxy Flooring Items Inclusive GST (D)						11620183.34
(E) Civil Work- Non Scheduled Items						
107	NSI-6	Providing and fixing of Hand Drier of approved make and design approved by engineer in charge.	2	each	2849.00	5698.00



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108	NSI-7	Providing and fixing of Soap Holder of approved make and design approved by engineer in charge.	4	each	335.00	1340.00
109	NSI-8	Providing and fixing of Towel Rod Hanger of approved make and design approved by engineer in charge.	6	each	399.00	2394.00
110	NSI-9	Providing and fixing ABS Chrome Plated Health Faucet along with minimum one meter SS flexible pipe and ABS Wall Hook of JAQUAR/ PLUMBER/KOHLER/HINDWAR E make	3	No.	1428.99	4286.97
Cost for Civil Works -Non Scheduled Items Inclusive GST (E)						13718.97
Total Estimated Cost for Civil including Whitewashing, Road, Epoxy flooring and misc items including GST D= (A+B+C+D+E)						100,683,424.48
Rupees Ten Crore Six Lakh Eighty Three Thousand Four Hundred Twenty Four and Forty Eight paisa Only						
Note: The above estimated cost is inclusive of GST.						
I/ We hereby quote% above/ at par/ % below on all items placed from Sl. No- 1 to 110.						
In Words:-						

Notes:

1. Bidder to quote the offer (price bid) as premium/discount up to 2 places of decimal. In case of quoting the offer up to more than 2 places of decimal, same will be rounded to nearest value up to 2 places of decimal.
2. *Unit of Item at Serial no 82 is Quintal. 1 Quintal = 100 Kg. Payment of Foundation Bolts shall be made as per this item.
3. Bidder may note that, quoted price will be inclusive of all taxes including BOCW cess and no separate payment shall be made from BHEL for BOCW cess.



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Annexure-D

Make of Reinforcement 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

Annexure-E

SPECIAL CONDITIONS OF CONTRACT (SCC)-Rev01

CIVIL AND STRUCTURAL WORKS

BHARAT HEAVY ELECTRICALS LIMITED

SPECIAL CONDITIONS OF CONTRACT (SCC) – & Structural

CONTENTS

SI No	DESCRIPTION	Chapter
1	General Intent of the Specifications	Chapter-I
2	General Services to be rendered by the Bidder	Chapter-II
3	General Technical Requirements (Codes and Standards)	Chapter-III
4	Obligations of Contractor (In respect of Tools, Tackles, Consumables, etc. employment of supervisory staff and workmen)	Chapter-IV
5	Responsibilities of Contractor (In respect of employment of Labour, Supervisory staff, etc.)	Chapter-V
6	Material Handling, Storage, Preservation, etc	Chapter-VI
7	Drawings and Documents	Chapter-VII
8	Inspection and Quality	Chapter-VIII
9	Other Miscellaneous Conditions (Extra works, Supplementary Works & Guarantee Period)	Chapter-IX
10	BOCW (Building and Other Construction Worker) Act & Rules	Chapter-X

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter - I : General Intent of Specifications

1.0	INTENT OF THE SPECIFICATION
1.1	The intent of this erection specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation/ Construction of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted/ accepted rates/ price shall deem to be inclusive of all such contingencies.
1.2	The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during execution. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.
1.3	It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
1.4	The omission of specific reference to any construction, fabrication / erection or other method, equipment or material necessary for proper and efficient working of the plant shall not relieve the tenderer of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in fabrication / erection shall have to be rectified by the vendor free of cost. Inspection by BHEL/Customer does not relieve vendor of his responsibility of executing quality erection.
1.5	The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.
1.6	Following shall be the minimum responsibility of contractor and have to be provided within finally accepted rates/ prices.
1.6.2	Completion of work as per BHEL Schedule. For this, the contractor, just after mobilization, has to submit detail work completion schedule along with their resource/T&P deployment plan in line with contract schedule for review/approval by BHEL/customer.
1.6.3	Good quality and accurate workmanship with good aesthetics value for the works done.
1.6.4	Repair and rectification with prior approval of BHEL Engineering In-charge.
1.6.5	Preservation / Re-conservation of all components/ structures during storage / erection / construction/ commissioning till handing over.

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Chapter - II : General Services to be rendered by the Bidder

2.0	GENERAL SERVICES TO BE RENDERED BY THE BIDDER
2.1	Services for construction, fabrication, and erection under the contract shall include but not be limited to the following:
2.2	Issuing materials from store / open yard from time to time for construction/ erection as per the construction programme. The Contractor shall be the custodian of all the materials issued till the structure/ plant/equipment is officially taken over by the owner / BHEL after satisfactory completion of work.
2.3	Transport of material to their respective places of erection.
2.4	Deployment of all skilled and unskilled manpower required for erection, supervision of erection/ construction, watch & ward, commissioning and other services to be rendered under this specification.
2.5	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this specification except otherwise specified.
2.6	Supply of all consumables, e.g. welding electrodes, cleaning agents, diesel oil, lubricant etc. as well as materials required for temporary supports, scaffolding etc. as necessary for such erection work, unless specified otherwise.
2.7	Providing support services for the contractor's staff e.g. construction of site offices, temporary stores and transport to work site for personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.
2.8	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the Proforma mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL/owner, taking approval of all statutory authorities, Inspector of Explosives etc. as applicable for respective portions of work which fall under the jurisdiction of such statutes of laws.
2.9	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

Chapter - III : General Technical Requirements (Codes and Standards)

3.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
3.1	Except where otherwise specified, the construction/ erection activity shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary, to enable BHEL to identify all material/ process in the same detail as would be possible had there been a Standard Specification.
3.2	In the event of any conflict between the codes and standards referred above, and the requirements of this specification, the requirements which are more stringent shall govern.
3.3	Tools used during construction/ erection shall not be accepted except with the specific approval of the Engineer.

4.0 OBLIGATIONS OF CONTRACTOR

(In respect of Tools, tackles, Consumables etc. Employment of Supervisory staff and workmen)

4.1	CONSUMMABLES & OTHER ITEMS
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound (As applicable), grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are also to be provided by the contractor. Steel packers, shims, wooden planks, scaffolding materials hardware items etc. required for temporary works such as supports, scaffoldings are to be arranged by the contractor.
4.1.2	Sealing compounds, wooden/concrete sleepers, for temporary work, required for completion of work also to be arranged by the contractor.
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	It shall be the responsibility of the contractor to obtain prior approval of BHEL, type of electrodes etc. before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc. and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.
4.1.5	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter - IV : Obligations of Contractor

4.1.6	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.7	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.8	All charges on account of any kind of taxes and duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	TOOLS AND PLANTS (T&Ps) / MONITORING AND MEASURING EQUIPMENT (MMEs)
4.2.1	T&Ps and MMEs to be provided by Contractor
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Record of availability of T&Ps and MMEs with Valid Fitness/Calibration Certificate of T&P & MME's need to be submitted on monthly basis by contractor to Engineer in charge. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits/ e-way bill, if any) if required with Tax authorities, for bringing their materials, plants and equipment's at site for the execution of work under this contract.
4.2.1.2	All suitable cranes, lifting and transport equipment for material handling at stores/yard/siding of BHEL are included in scope. BHEL's cranes will not be available for this purpose unless otherwise specifically permitted as per contract conditions
4.2.1.3	All T&Ps required to be deployed to complete the tendered work by the contractor shall have the approval of BHEL Engineer with regard to brand, quality and specification.
4.2.1.4	Indicative list of Major T&Ps in the scope of Contractor are given in the Technical Conditions of Contract. Bidders to note that these are only indicative and as such all other T&P necessary for timely and satisfactory completion of work in scope shall be mobilized by Contractor
4.2.1.5	Timely deployment of adequate T&Ps/MME's is the responsibility of the contractor. The contractor shall be prepared to augment the T&P/MME's at short notice to match the planned programme and to achieve the milestones.
4.2.1.6	Contractor shall maintain and operate his tools and plants in such a way that major breakdowns are avoided. In the event of major breakdown, contractor shall make alternative arrangements expeditiously so that the progress of work is not hampered.

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Chapter - IV : Obligations of Contractor

4.2.1.7	<p>In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor. Decision of BHEL shall be final and binding on the contractor.</p> <p>It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL/ BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of hire charges as fixed, subject to the conditions laid down by BHEL/ Customer from time to time. Unless paid in advance, such hire charges, if applicable, shall be recovered from contractor's bill/ security deposit or any other due payment in one instalment.</p>
4.2.1.8	<p>The T&P to be arranged by the contractor shall be in proper working condition and their operation shall not lead to unsafe condition. The movements of cranes, and other equipment should be such that no damage / breakage occurs to foundations, other equipments, material, property and men. All arrangements for the movement of the T&P etc. shall be the contractor's responsibility.</p>
4.2.1.9	<p>Use of welding generators / rectifiers only shall be permitted for welding. Use of welding transformers will be subject to specific approval of BHEL engineer.</p>
4.2.1.10	<p>The contractor at his cost shall carry out periodical testing of his construction equipment. Test and calibration certificates shall be furnished to BHEL.</p>
4.2.1.11	<p>Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be submitted to BHEL Engineer for inspection on monthly basis. Fitness certificate / Test Certificates of T&P shall have to be submitted before it is put in use. Identification for such T&Ps will be done as per BHEL Engineer's advice.</p>
4.2.1.12	<p>Contractor shall ensure deployment of reliable and calibrated MMEs (Inspection measuring and Monitoring equipment). The MMEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each MME shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer on monthly basis in prescribed format for control.</p>

Chapter - IV : Obligations of Contractor

4.2.1.13	Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MME so that work does not suffer when the particular instrument is sent for calibration. If any MMEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy MMEs and retake the readings at contractor's cost.
4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of work awarded by BHEL. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site for the purpose of work awarded by BHEL.
4.2.1.15	The month wise T&P deployment plan to execute the work is to be submitted as per relevant format as per the instruction of BHEL. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent.

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Chapter – V: Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard.
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons.
5.5	Prior Information will be communicated by BHEL to contractor for arrangement of required manpower and T&P/MME's at no extra cost to BHEL. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.6	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
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL may insist for submission of the account code duly certified by PF Commissioner.
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer. Documentary proof of Labour wage payment with bank seal and sign should be submitted every month with RA Bill. All Labours should be provided with Labour ID Card as per format prescribed by Labour department. Contractor shall also provide monthly declaration for the current month regarding payment of wages, PF, ESI etc. payable to all the engaged workers as per existing labour laws and practice.

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5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work. Refer Clause No. 2.4
5.11	The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
5.12	The supervisory staff employed by the contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL.
5.13	It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. for entering the Plant premises. Where permitted, by BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours. Contractor shall also arrange deputation of required supervisors, safety officers and all necessary arrangements to the satisfaction of BHEL engineer for extended hour working/night shift working.
5.14	The actual deployment will of Labour and Engineer / supervision staff shall be so as to satisfy the erection and commissioning targets set by BHEL. If at any time, it is found that the contractor is not in a position to deploy the required engineers / supervisors / workmen due to any reason, BHEL shall have the option to make alternate arrangements at the contractor's risk and cost. The expenditure incurred along with BHEL overheads thereon shall be recovered from the contractor
5.15	Contractor shall not deploy women labour at night.

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Chapter – VI: Material Handling, Storage & Preservation

6.0	MATERIAL HANDLING, STORAGE AND PRESERVATION ETC
6.1	MATERIAL HANDLING AND STORAGE
6.1.1	All the equipment/materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them.
6.1.2	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. Valid fitness/load test certificate need to be submitted before execution of erection/lifting/handling work. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored.
6.1.3	Contractor shall ensure that while lifting slings shall be put over the points indicated on the structure/ erection component or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the structure/ erection component against any damage. Dragging of piping / erection component should be avoided. In case of any damage the cost shall be recovered from the contractor, for those structure/ erection component which are issued, stored, erected by contractor.
6.1.4	All the material stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be stacked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
6.1.5	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's risk and cost.
6.1.6	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
6.2	PRESERVATION OF COMPONENTS
6.2.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
6.2.1.1	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.

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6.2.1.2	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.
6.2.2	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.

Chapter – VII: Drawings and Documents

7.0	DRAWINGS AND DOCUMENTS
7.1	<p>The detailed drawings/revised drawings/documents, specifications available with BHEL engineers will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place. Contractor to ensure that hard/soft copies of the drawings not be forwarded and transmitted in any form detrimental to the interest of BHEL.</p> <p>BHEL can issue hard copy or soft copy of the drawings as available. It shall be the responsibility of the contractor to provide print outs for additional copies to site as per requirement.</p>
7.2	<p>Necessary drawings to carry out the erection work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.</p>
7.3	<p>The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.</p>
7.4	<p>The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work. The contractors quoted rates shall be inclusive of the above factor.</p>
7.5	<p>Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.</p>
7.6	<p>Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.</p>

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Chapter – VIII: Inspection and Quality

8.0	INSPECTION AND QUALITY
8.1	Inspection, Quality Assurance, Quality Control
8.1.1	Preparation of quality assurance log sheets as per approved FQP and protocols with customer / consultants / statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work / specification. These records shall be submitted to BHEL / customer for approval from time to time.
8.1.2	The protocols between contractor and customer / BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer / BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.
8.1.3	<p>A daily log book should be maintained by every supervisor / engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/clearance / centering / leveling readings and inspection details of various construction/ erection activities etc.</p> <p>High pressure welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions.</p> <p>Record of radiography containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc. shall also be maintained as per BHEL Engineer's instructions.</p> <p>Record of heat treatments performed shall be maintained as prescribed by BHEL</p>
8.1.4	The performance of welders will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically furnished for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/ discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately
8.1.5	All the welders shall carry identity cards as per the Proforma prescribed by BHEL. Only welders duly authorized by BHEL shall be engaged on the work.
8.1.6	Contractor shall provide all the Measuring Monitoring Equipments (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments / gauges / tools for the work under this specification, is final and binding on the contractor. BHEL may give an indicative list of MMEs required for this work and to be made available by the contractor. The list will be reviewed by BHEL and the contractor shall meet any augmentation needed wherever required.

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8.1.7	It is the responsibility of the contractor to prove the accuracy of the testing / measuring / calibrating equipments brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.1.9	One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorized / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions, including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.1.11	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter / finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter/ final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	Stage Inspection By FES / QA Engineers
8.2.1	Stage inspection of any work, if required as per BHEL/Customer, shall be arranged by Contractor without any additional cost implication.
8.3	The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product / procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of such non-conformities, & maintain the relevant quality records. The non-conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers / vendors of various products / services contributing in the work are also considered as part of the quality management system. As such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
8.4	Field Quality Assurance

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8.4.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.
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Chapter-IX: Other Miscellaneous Conditions (Extra works & Supplementary Works)

9 EXTRA WORK S

9.1 All rectifications/modifications, revamping and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings & design, operation/maintenance requirements, mismatching or other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

9.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

9.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

9.4 BHEL retains the right to award or not to award any of the major repair/ rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same.

9.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 108/- per man hour.

9.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc. will not be applicable due to on extra works.

9.7 Extra Works for Civil Packages shall be regulated as follows –

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc. due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.

- c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution mutually agreed between BHEL and Contractor.
- ii) PVC and ORC will not be applicable for (i) above.

9.8 SUPPLEMENTARY ITEMS

9.8.1 For Non-Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

- i) Based on percentage breakup/rates indicated for similar/nearby items.
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work.

9.9 GUARANTEE PERIOD

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

9.9.2 Commencement of guarantee period will be from date of completion of project. Date of completion of project will be considered as completion date of last activity of applicable BOQ (Annexure-C of TCC). However, BHEL Engineering In-charge decision will be final for date of completion of project.

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

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

10.1 It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.

10.2 It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work including all type of supplied materials, involving building or construction workers engaged by the contractor.

10.3 It shall be the responsibility of the contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the contractor during the preceding month.

10.4 It shall be the absolute responsibility of the contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

10.5 Contractor shall indemnify BHEL from all consequences/liabilities/penalties in case of non-compliance of the provisions of BOCW Act along with the allied Rules and the Cess Act along with the allied Rules, by the contractor.

Note:

- 1.0 The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act.
- 2.0 The contractor may consider the cost of construction for levy of BOCW Cess inclusive of GST.
- 3.0 1% amount of the all RA Bill will be held and the same will be released after submission of BOCW cess paid challan.
- 4.0 Final bill of this contact shall be processed only after receipt of all BOCW cess paid challan and clearance from BOCW.
- 5.0 **Bidder may note that, quoted price will be inclusive of all taxes including BOCW cess and no separate payment shall be made from BHEL for BOCW cess.**

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

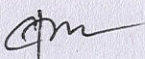
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

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



Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

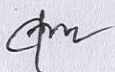
Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

(C.P. Yadav)
Manager (WCM)

For & On behalf of the Principal
 (Office Seal)

Place Varanasi
 Date 17/10/22

Witness: _____
 (Name & Address) _____

For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____
 (Name & Address) _____

GENERAL CONDITIONS OF CONTRACT (GCC)

REV_00 DATED 11.09.2020



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

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CHAPTER I

DEFINITIONS

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

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

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

CHAPTER II

2.0 GENERAL INSTRUCTIONS TO THE TENDERERS

2.1 GENERAL INSTRUCTIONS

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

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

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

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

2.2 SUBMISSION OF TENDERS

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

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

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

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

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

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

- MSEs shall be extended exemptions as per guidelines of Ministry of Micro and Small Enterprises and Clause 2.5.5.

PART II Price Bid as per NIT.

2.2.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked as "Techno-commercial Bid (Part-I)" and "Price Bid (Part-II)" respectively. Both the envelopes are to be kept in another common envelope and marked as "BID". Each envelope should be sealed and super scribed with NIT No, Bidder's name and address on each envelope.

2.3 EVALUATION OF TENDERS

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

2.4 EARNEST MONEY DEPOSIT

2.4.1 Rates of EMD shall be as under:

For works/ services with estimates upto Rs.10 Crs	2% of the estimated cost
For works/ services with estimates more than Rs.10 Crs	20 lakhs plus 1% of the estimated cost over Rs. 10 Crs

Where work is to be split on two or more contractors, amount of EMD may be based on the maximum quantum of work envisaged on one Contractor.

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

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

In case total EMD amount is more than Rs. 2/- Lakh, the amount in excess of Rs. 2/- lakh may be accepted in the form of Bank Guarantee from scheduled bank.

The Bank Guarantee in such cases shall be valid for at least six months.

2.4.3. FORFEITURE OF EMD

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

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

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

2.4.5 EMD shall not carry any interest.

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

2.5 SECURITY DEPOSIT 'SD':

2.5.1. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in NIT. In case of delay in submission of Security Deposit, interest (SBI rate + 6%) for the delayed period on the amount of SD due for submission, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest as mentioned herein above.

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

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

- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 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)

2.5.3. COLLECTION OF SECURITY:

- 2.5.3.1 At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall 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 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 2.8.

2.5.5. SPECIAL CONDITIONS FOR MSEs- EXEMPTIONS

- 2.5.5.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon.
- 2.5.5.2 MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit following documents along with part I bid:
 - **Valid NSIC certificate/UDYAM certificate**
- 2.5.5.3. Date to be reckoned for determining the deemed validity will be the date of bid opening (part -1 in case of two part bid).
- 2.5.5.4. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazetted office.
- 2.5.5.5. In case of any change in the MSE status of the bidder, it shall be responsibility of the bidder to notify the change as a part of the bid document. if at a later date it

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

2.6 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD

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

2.6.1 BANK GUARANTEES

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

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

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

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

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

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

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

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

2.7 TENDOR COST:

Bidders must deposit the Tender cost as mentioned in the NIT through EFT and submit proof of the same along with bid. (MSE vendors may refer clause No- 2.5.5).

2.8 VALIDITY OF OFFER:

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

2.9 RIGHT OF BHEL TO REJECT TENDERS:

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

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

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

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

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

CHAPTER III

3.0 CONTRACT EXECUTION & PERFORMANCE

3.1. GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION

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

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

3.2. WORK COMPLETION TIME

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

3.3. EXTENSION OF TIME FOR COMPLETION

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

3.4. PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

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

3.5. QUANTITY VARIATION

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

3.6. EXTRA WORKS

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

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

3.7. STRIKES & LOCKOUT

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

3.8. DELAY AND EXTENSION OF TIME:

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

3.8.1.1 FORCE MAJEURE

The following shall amount to Force Majeure: -

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

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

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

- Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials; or
- Inclement weather conditions except in case of Force Majeure;

3.8.3. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by factors mentioned in Clause 3.8.1 above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor reports to BHEL in writing the causes of delay within 07 days of its occurrence and the contractor shall not be eligible for any compensations.

3.8.4 When in such case(s) the accepting officer (or higher Authority), on recommendation of the Engineer-In-charge, may make fair and reasonable extension, in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer- In-charge in writing, but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-In-charge to proceed with the work.

3.9. INSURANCE

3.9.1. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.

3.9.2. It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act.

3.9.3. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

3.9.4. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer.

3.9.5. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

3.9.6 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

3.10 TEMPORARY WORKS

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

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

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

CHAPTER-IV

VALUATION AND PAYMENT

4.1. RECORDS AND MEASUREMENTS:

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

4.2. RUNNING & FINAL BILLS:

- 4.2.1. For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer-in-charge, the contractor shall prepare & forward certified bills & work out the financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after affecting the recoveries due from the contractor.
- 4.2.2. The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Sr. Engineer. 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 shall settle the final bill after deducting all liabilities of contractor to BHEL preferably within 30 days of receipt of invoice complete in all respect.

4.3. PAYMENT OF BILLS:

All payments of basic amount to be made to the contractor through NEFT against running bill once in a month within a 30 days of receipt of bills complete in all respect after the certification by the Engineer- In-charge. The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. For payment of GST refer clause 4.5.2.

4.4. RECOVERY FROM THE CONTRACTOR:

- 4.4.1. Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.
- 4.4.2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

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

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

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

4.5. TAXES AND OTHER DUTIES:

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

4.5.2. GST RELATED TERMS & CONDITIONS

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

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,

- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

- 4.5.2.2 Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- 4.5.2.3 Dealer opting for Composition Scheme in case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- 4.5.2.4 Reimbursement of GST shall be made by BHEL HERP on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, HERP. Hence, Contractor has to ensure compliance as follows:
- a) Timely raising & submission of GST compliant Invoices
 - b) Timely receipt of Goods & Services
 - c) Timely and correct payment of applicable GST by supplier/contractor
 - d) Timely filing of return
 - e) Compliance of other applicable provisions on supplier/contractor:
- 4.5.2.5 Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-HERP or through bank or under LC or through any other mode.
- 4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- 4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- 4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- 4.5.2.9 In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.
- 4.5.2.10. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall have made to the contractors simultaneously with their work/services invoices. GST portion of invoice value will be paid only after fulfilling following conditions:
- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
 - (b) Filing of GST return within scheduled date.

(c) Display of GST credit against BHEL GSTIN NO.09AAACB4146P2ZC on GSTN portal.

4.6. INCOME TAX- IT:

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

4.7. MISCELLANEOUS CHARGES:

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

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

4.8. LIQUIDATED DAMAGE (LD)

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

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

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

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

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

4.9. Risk & Cost Amount against Balance Work

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

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

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

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

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

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

H = Overhead Factor to be taken as 5

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

4.10. No Interest payable to Contractor

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

CHAPTER- V

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

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

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

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

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

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

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

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

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

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

CHAPTER- VI

6.0 RIGHTS OF BHEL FOR TERMINATION/CANCELLATION OF CONTRACT

- 6.1. BHEL reserves the right to withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 6.2. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of Two weeks by BHEL in any of the following cases:
- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v). Assignment, transfer, subletting of Contract without BHEL's written permission.
 - vi). Non-compliance to any contractual condition or any other default attributable to Contractor.
- 6.3. If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer-In-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.
- 6.4. The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer-In-charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

Chapter VII

7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES.

7.1 SETTLEMENT OF DISPUTES & ARBITRATION:

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.

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

7.2. LAWS GOVERNING THE CONTRACT:

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

7.3. ORDERS UNDER THE CONTRACT:

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

7.4. JURISDICTION OF COURT:

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

7.5. CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

7.6. REVERSE AUCTION:

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

7.7. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:

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

7.8 PUBLIC PROCUREMENT POLICY:

As per the directives of government of India in form of public procurement (preference to make in India) order, 2017 and subsequent orders, BHEL will extend the purchase

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

7.9 OTHER ISSUES:

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

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

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

7.10 INTEGRITY PACT (IP):

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

8. Conflict of interest among Bidders/Agents:

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

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

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

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


Section-I: COMPANY PROFILE AND GENERAL INFORMATION

Section-II : RESOURCES OWNED BY THE COMPANY

Section-III : WORK EXPERIENCE

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

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

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

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

Signature & seal

Date :

(Authorised Signatory)

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.1 GENERAL INFORMATION

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.2 OWNERSHIP INFORMATION

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

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

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

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

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

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.3 REGISTRATION PARTICULARS

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

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

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.5 OTHER PARTICULARS

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

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

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

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

1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

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

Legend:

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

BHARAT HEAVY ELECTRICALS LIMITED **CONTRACTOR REGISTRATION FORM**

SECTION-II: Resources owned by the company

RESOURCES

A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY

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

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

B) INSPECTION, MEASURING AND TESTING EQUIPMENTS OWNED BY COMPANY

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

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

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

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

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

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

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION – III: Work Experience

(use separate sheet for each CATEGORY/CODE)

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

(use additional sheets if required)

GROUP	PACKAGE	CATEGORY	CODE

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

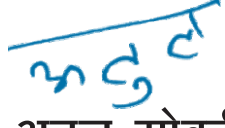
स्वास्थ्य सुरक्षा पर्यावरण नीति



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

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

5 जून, 2018


अतुल सोबती
अध्यक्ष एवं प्रबंध निदेशक

कल के  का निर्माण
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

H EALTH S AFETY E NVIRONMENT P OLICY



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

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

Atul Sobti

Chairman & Managing Director

June 5, 2018

Creating  of tomorrow

BHARAT HEAVY ELECTRICALS LIMITED



PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender

No.....1(Tender Conditions), M/s.

having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4.(name of the Employer) through its Unit at

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank] having our Registered Office at (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.



The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including 6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5....
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....



1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

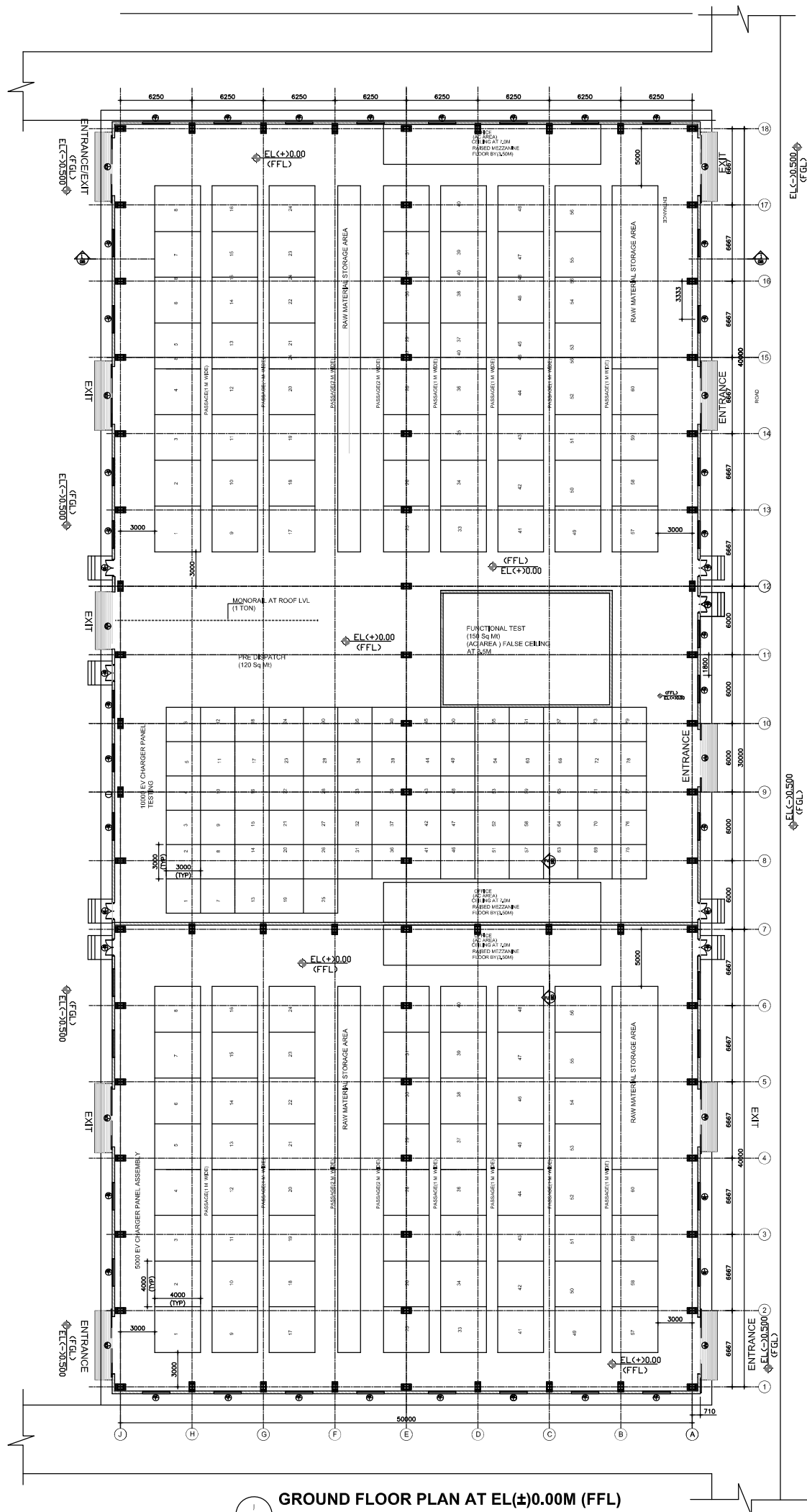
5 BG Amount in words and Figures

6 Validity Date

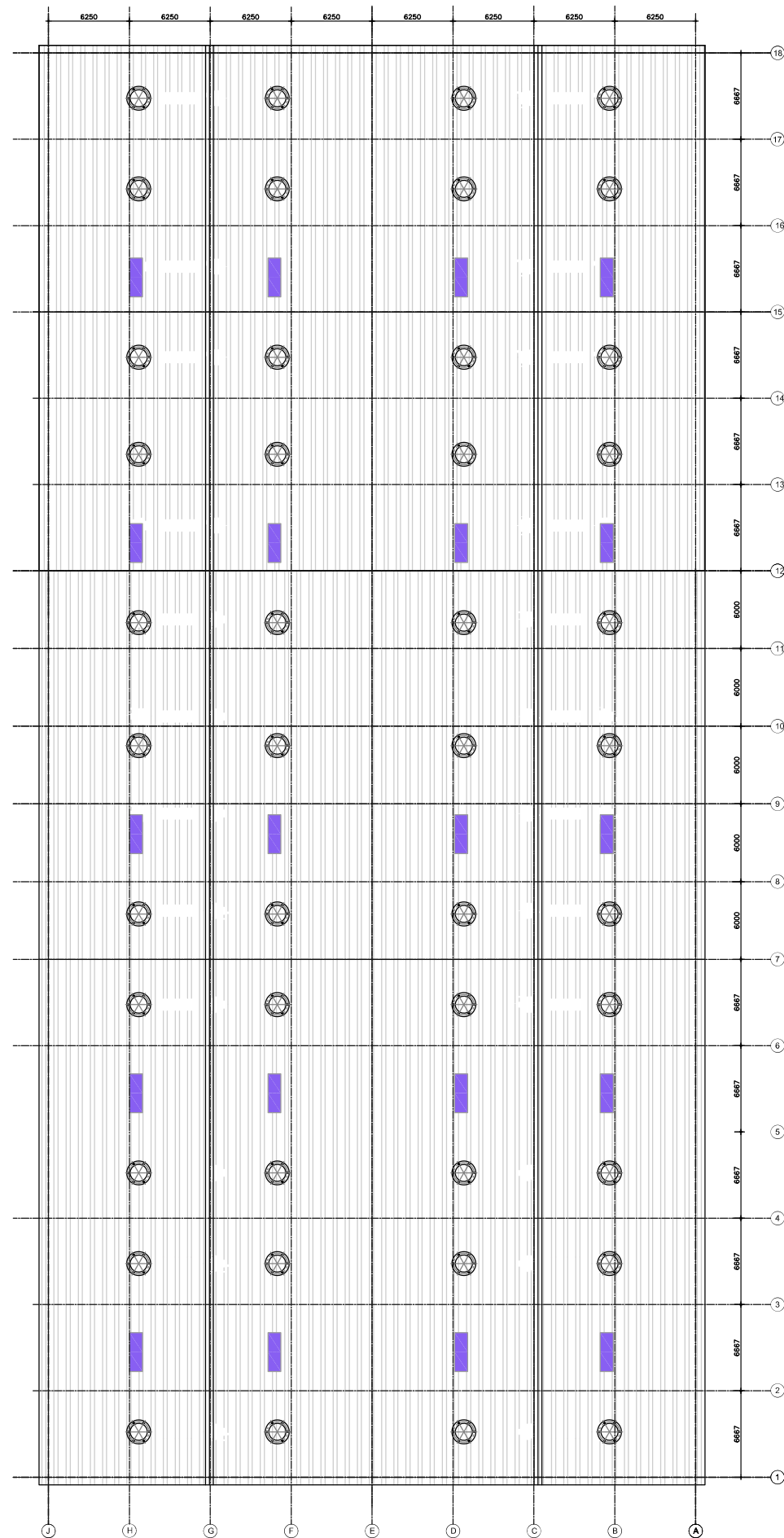
7 Date of Expiry of Claim Period

Note:

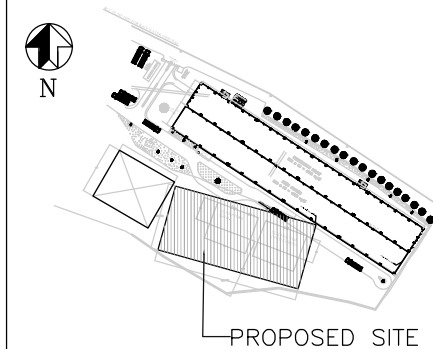
The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.



GROUND FLOOR PLAN AT EL(±)0.00M (FFL)



ROOF PLAN AT EL(+15.00M) (TOS)



KEY PLAN

NOTES:-

1. ALL DIMENSIONS ARE IN MM & ELEVATIONS IN METERS UNLESS NOTED OTHERWISE.
2. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONTRACT TERMS AND CONDITIONS, SPECIFICATION AND SCHEDULE OF ITEMS.
3. ALL BRICK WORK SHALL BE OF 230 THICK AND 115MM THICK and U.N.O.
4. ALUMINIUM GRILL SHALL BE PROVIDED ON ALL GROUND FLOOR WINDOWS AS PER SPECIFICATION.

ARCHITECTURAL DRGS.:-

1. PE-DG-AR-C002 - EV CHARGING ASSEMBLY AND TESTING SHOP SHED - ARCHITECTURAL ELEVATION
2. PE-DG-AR-C003 - EV CHARGING ASSEMBLY AND TESTING SHOP SHED - ARCHITECTURAL SECTION

LEGENDS :-

- | | |
|----------------------------------|-------------------------------|
| CONCRETE HATCH | EL(+X).XXX - LEVEL TAG |
| BRICK WALL | TILE DROP |
| C - CENTER LINE | TOC - TOP OF CONCRETE |
| EF - EXHAUST FAN | TOCP - TOP OF CHEQUERED PLATE |
| EL - ELEVATION | TOP - TOP OF PARAPET |
| FFL - FINISHED FLOOR LEVEL | UNO - UNLESS NOTED OTHERWISE |
| TYP - TYPICAL | |
| AGP - ALUMINIUM GLAZED PARTITION | |

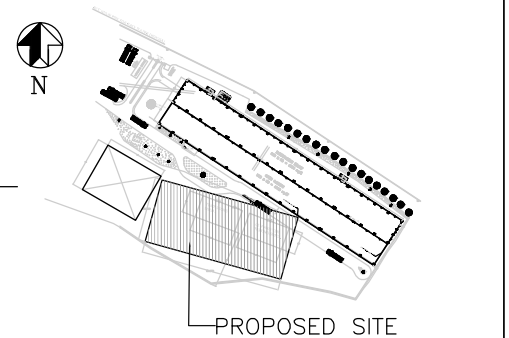
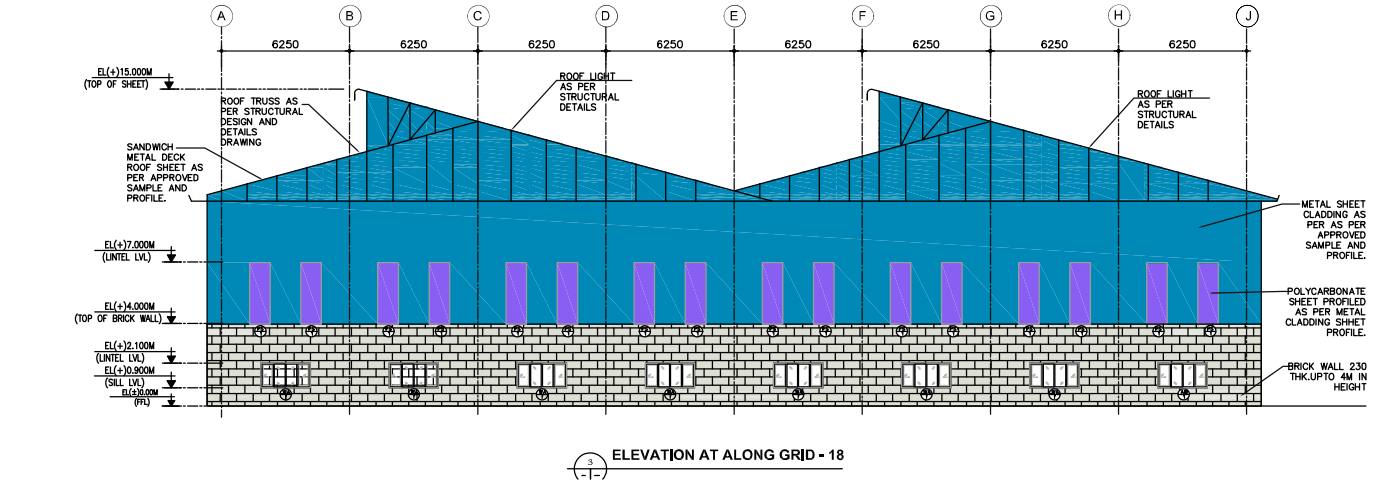
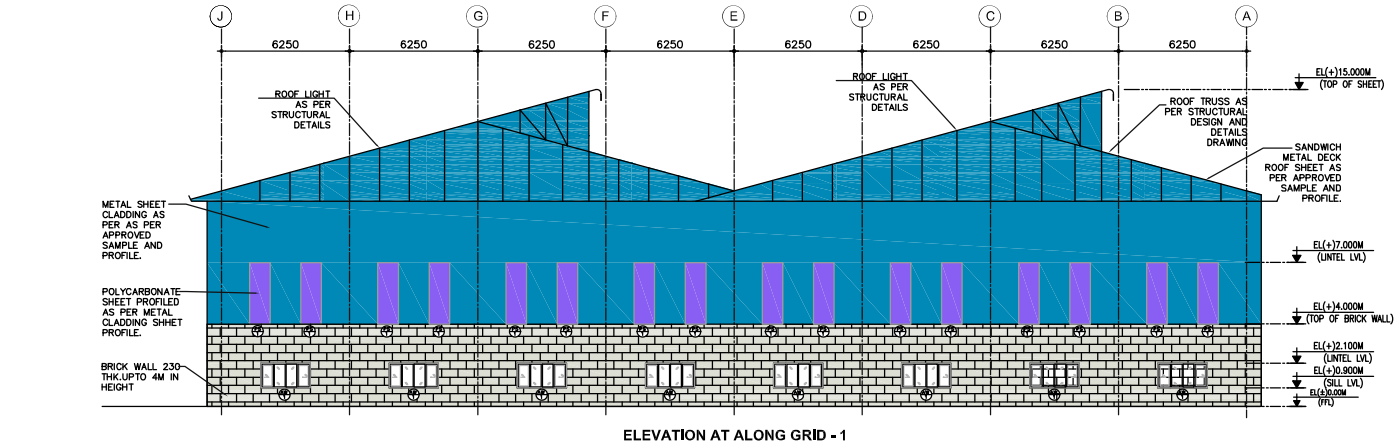
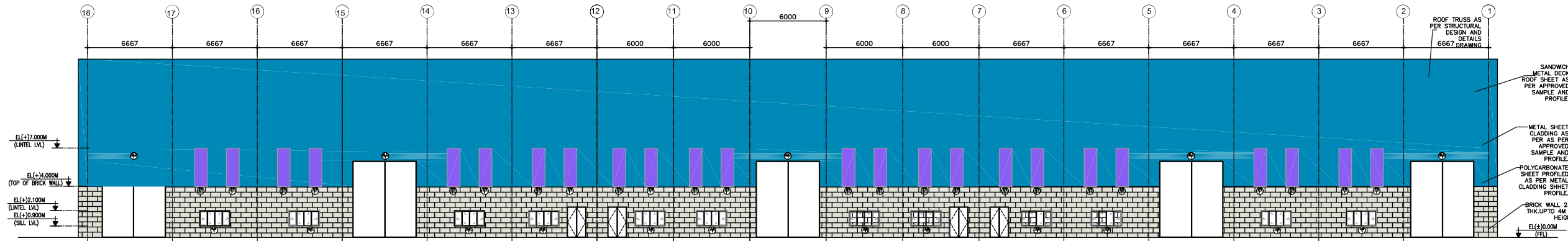
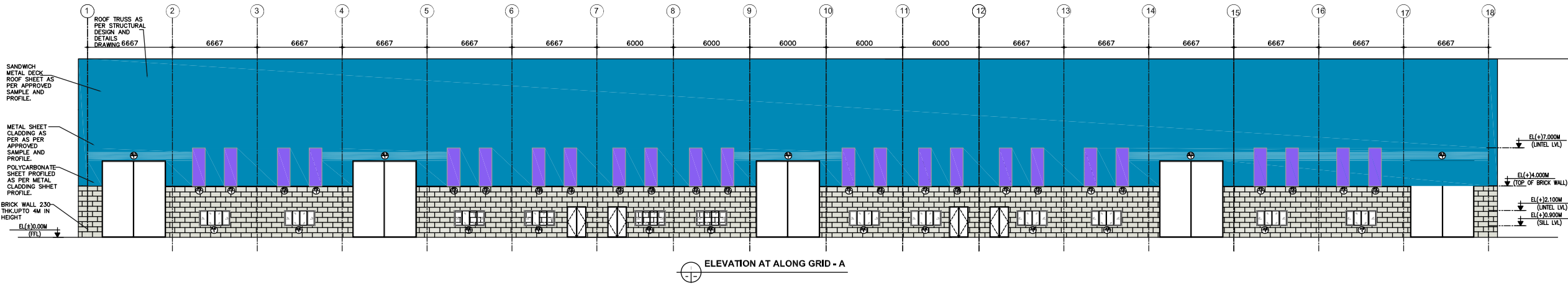
- IMPORTANT NOTES:-
- 1) THESE DRAWINGS ARE PREPARED ON THE BASIS OF AVAILABLE INPUT/ INFORMATION FROM BHCL HERP AND EDN /OFT TEAM ARE USED ONLY FOR PLANNING PURPOSE.
 - 2) DRAWINGS REFERRED AS PRELIMINARY INPUT FOR ESTIMATION AND COSTING.
 - 3) STRUCTURAL MEMBER MARKED ARE INDICATIVE MAY CHANGE BASED ON STRUCTURAL ANALYSIS AND DESIGN.
 - 4) SPACE FOR EQUIPMENT/LOCATION ARE MARKED BASED ON INPUT RECEIVED FROM BHCL EDN .THESE MAY CHANGE AS PER FINAL INPUT.
 - 5) THESE DRAWINGS CAN BE USED FOR ESTIMATION/TENDERING/BUDGETRY COST OFFER

THIS DRAWING IS FOR
TENDER PURPOSE ONLY.

TITLE-

ARCHITECTURAL GROUND FLOOR & ROOF PLAN

PE-DG-AR-C002 (Sign & Stamp)



- KEY PLAN**
- NOTES:-**
1. ALL DIMENSIONS ARE IN MM & ELEVATIONS IN METERS UNLESS NOTED OTHERWISE.
 2. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONTRACT TERMS AND CONDITIONS, SPECIFICATION AND SCHEDULE OF ITEMS.
 3. ALL BRICK WORK SHALL BE OF 230 THICK AND 115MM THICK AND U.N.O.
 4. ALUMINIUM GRILL SHALL BE PROVIDED ON ALL GROUND FLOOR WINDOWS AS PER SPECIFICATION.

- ARCHITECTURAL DRGS.:-**
1. PE-DG-AR-C001 - EV CHARGING ASSEMBLY AND TESTING SHOP SHED - ARCHITECTURAL GROUND FLOOR AND ROOF PLAN
 2. PE-DG-AR-C003 - EV CHARGING ASSEMBLY AND TESTING SHOP SHED - ARCHITECTURAL SECTION

- LEGENDS :-**
- CONCRETE HATCH
 - BRICK WALL
 - CENTER LINE
 - EXHAUST FAN
 - ELEVATION
 - FINISHED FLOOR LEVEL
 - TYPICAL
 - ALUMINIUM GLAZED PARTITION
 - LEVEL TAG
 - TILE DROP
 - TOP OF CONCRETE
 - TOP OF CHEQUERED PLATE
 - TOP OF PARAPET
 - UNLESS NOTED OTHERWISE

FINISHING SCHEDULE

S.NO.	AREA	FLOORING	DADO / SKIRTING	INTERNAL WALLS	CEILING
1	5000+5000 EV CHARGER PANEL ASSEMBLY AREA	40 MM THICK IPS FLOORING WITH IRONITE TOPPING	40 MM THICK IPS FLOORING WITH IRONITE TOPPING	ACRYLIC DISTEMPER	ACRYLIC DISTEMPER
2	10000 EV CHARGER PANEL TESTING AREA				
3	PRE DISPATCH AREA				
4	RAW MATERIAL STORAGE AREA				
5	FUNCTIONAL TEST AREA				
16	PASSAGE	10mm THK. ANTI SKID VITRIFIED TILES (400mmX400mm SIZE)	10mm THK. ANTI SKID VITRIFIED TILES (400mmX400mm SIZE)	ACRYLIC DISTEMPER	ACRYLIC DISTEMPER
17	OFFICE AREA				

SCHEDULE OF DOOR / WINDOW OPENINGS- (±)0.00M LVL

SYMBOL	SILL LVL AT EL+...	MASONRY OPENING		REMARKS
		WIDTH	HEIGHT	
SD	(±)0.000	5000	6000	STEEL SLIDING DOOR - DOUBLE SHUTTER
SD	(±)0.000	4000	6000	STEEL SLIDING DOOR - DOUBLE SHUTTER
SD	(±)0.000	1500	2500	STEEL FRAME WITH STEEL DOOR SHUTTER WITH -DOUBLE SHUTTER
AW	(+)0.900	2400	1200	ALUMINIUM GLAZED SLIDING WINDOW
PS	(+)4.000	1000	3000	POLYCARBONATE SHEET

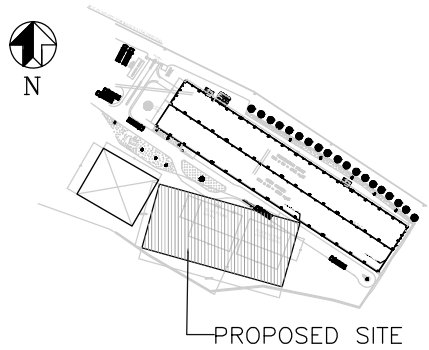
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THIS DRAWING IS FOR TENDER PURPOSE ONLY

TITLE:-

ARCHITECTURAL ELEVATION

PE-DG-AR-C002-R2



KEY PLAN

NOTES:-

1. ALL DIMENSIONS ARE IN MM & ELEVATIONS IN METERS UNLESS NOTED OTHERWISE.
2. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONTRACT TERMS AND CONDITIONS, SPECIFICATION AND SCHEDULE OF ITEMS.
3. ALL BRICK WORK SHALL BE OF 230 THICK AND 115MM THICK and U.N.O.
4. ALUMINIUM GRILL SHALL BE PROVIDED ON ALL GROUND FLOOR WINDOWS AS PER SPECIFICATION.

ARCHITECTURAL DRGS.:-

1. PE-DG-AR-C001 - EV CHARGING ASSEMBLY AND TESTING SHOP SHED
- ARCHITECTURAL GROUND FLOOR AND ROOF PLAN
2. PE-DG-AR-C002 - EV CHARGING ASSEMBLY AND TESTING SHOP SHED
- ARCHITECTURAL ELEVATION

LEGENDS :-

	CONCRETE HATCH		EL(+)X.XXX - LEVEL TAG
	-BRICK WALL		- TILE DROP
	- CENTER LINE		TOC - TOP OF CONCRETE
	EF - EXHAUST FAN		TOCP - TOP OF CHEQUERED PLATE
	EL - ELEVATION		TOP - TOP OF PARAPET
	FFL - FINISHED FLOOR LEVEL		UNO - UNLESS NOTED OTHERWISE
	TYP - TYPICAL		
	AGP - ALUMINIUM GLAZED PARTITION		

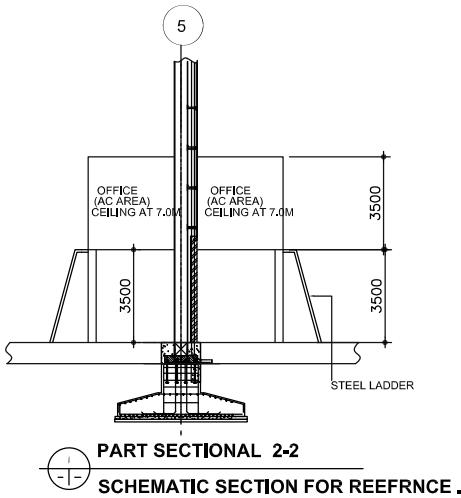
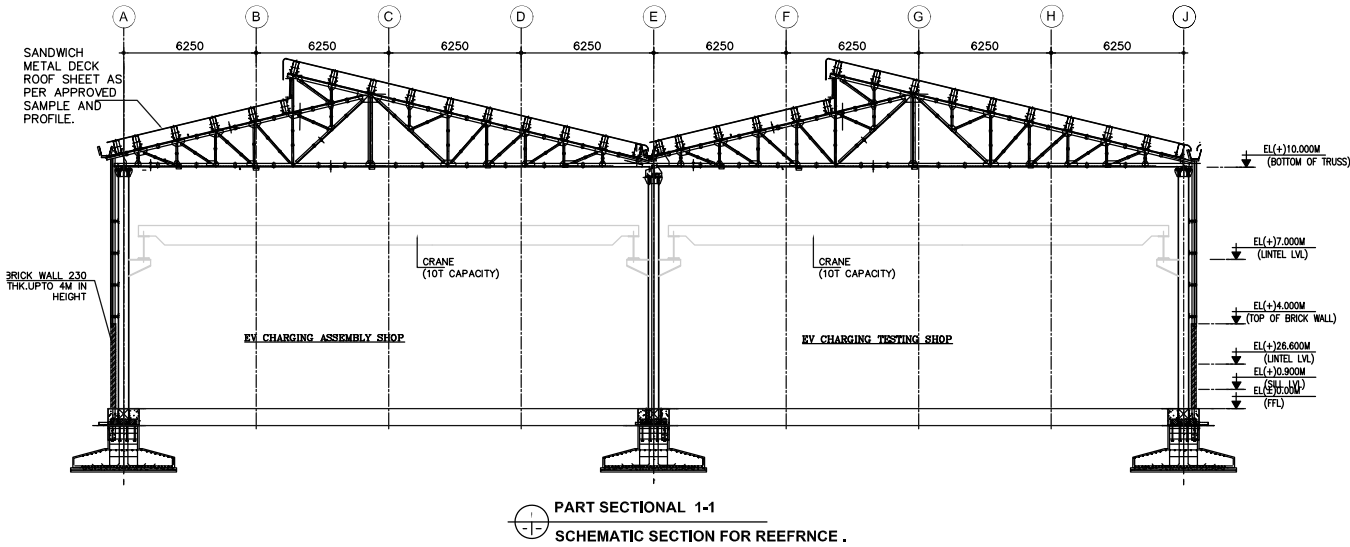
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THIS DRAWING IS FOR
TENDER PURPOSE ONLY

TITLE-

ARCHITECTURAL SETION

PE-DG-AR-C002 (Sign & Stamp)



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

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Bidders Declaration

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

Thanking you,

Yours Sincerely

Signature, seal and address of the party