



**SOLAR BUSINESS
DIVISION**


**NOTICE INVITING
TENDER (NIT)
Volume I
Revision No. 00**

**TENDER NO.
TGPWCC0031**

2025

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION, BENGALURU
TENDER DOCUMENT**

**Name: PRAGADEESH T G
Designation: Sr. Manager/WCC
BHEL- SBD, Bengaluru**

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NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Undertaking) invites Tender for engaging a Contractor for “Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”
2. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only.
BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested vendors who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in> through “Online Bidder Enrolment” link available on the portal.
3. Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the “Seller Manual” available on the above-mentioned website.

<u>Tender reference No: TGPWCC0031</u>

For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. PRAGADEESH T G, Sr. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: pragadeeshtg@bhel.in

Ph. No. +91-080-2218-2232

Mr. Vinay Kumar, AGM / MM, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: vinay@bhel.in

Ph. No. +91-080-2218-2149

(ii) Technical:

Mr. Preetam Kumar Singh Engineer /Maintenance & Services
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012


E-MAIL: preetam@bhel.in

Ph. No. 080-2218-2216/7760596206

Mr. MOWLEESWARAN NATESAN, Sr Manager/ MAINTENANCE & SERVICES
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012


E-MAIL: mowlee@bhel.in

Ph. No. 080-2218-2289/9886604404

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TENDER DOCUMENT
PART – A
VOLUME - I

1.	GENERAL INFORMATION
2.	SCOPE OF WORK
3.	PRE- QUALIFICATION CRITERIA
4.	OTHERS ELIGIBILITY CRITERIA
5.	PRICE VARIATION CLAUSE
6.	PAYMENT TERMS
7.	ANNEXURES

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1.	General Information	
1.1.	Tender Reference Number:	TGPWCC0031
1.2.	Tender Name:	Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach)
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Works Contract
1.5.	Estimated Value of Contract	INR 53,30,772.00 (Indian Rupees fifty three lakhs thirty thousand seven hundred and seventy two only) Plus applicable GST Extra
1.6.	Duration of Contract	4 Months
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	INR 1,06,615.00 (Indian Rupees One Lakh six thousand six hundred and fifteen only)
1.9.	Security Deposit	Applicable 10% of the Contract Value excluding GST
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.16.	Tender Submission Place	Online at https://eprocurebhel.co.in
1.17.	Tender Opening Place	Online at https://eprocurebhel.co.in
1.18.	Dealing Officer (For any Clarifications)	Pragadeesh T G Sr. Manager – Works Contract Cell Contact No.: 080-2218-2232 Email: pragadeeshtg@bhel.in



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1.19.	Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (RA Guidelines 2024 as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.
1.20.	Bid participation note	Firms debarred by BHEL are not eligible to participate in the tender. Any bidder on whom Show Cause Notice / Risk & Cost action initiated/ implemented in last 2 years from tender opening date are not eligible for participation in this tender. The tender envelope submitted by such a firms/ bidder will not be considered for evaluation and no communication in this regard will be entertained.
2.	SCOPE OF WORK	
2.1.	As per Annexure – I: Scope Of Work clause 7.1	
1.	PRE- QUALIFICATION CRITERIA	
1.1.	<p>Pre-Qualification criteria for bidder (i.e. past experience/ performance, financial soundness, technical competence) as below:</p> <p>Pre-Qualification Criteria: (technical)</p> <p>Experience of having successfully completed any civil works during last 7 years from the date of tender notice with the following criteria</p> <p>Three completed civil work orders each costing not less than an amount equal to 40% of NIT displayed value mentioned against each work in the tender notice. (INR 21,32,309.00 excl. of GST.)</p> <p style="text-align: center;">OR</p> <p>Two completed civil work orders each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice. (INR 26,65,386.00 excl. of GST.)</p> <p style="text-align: center;">OR</p> <p>One completed civil work order each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice. (INR 42,64,618.00 excl. of GST.)</p> <p>1.For civil works and Electrical Works:</p>	



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	<p>Bidders should have experience in executing any kind of civil works of adequate value. These contracts must also include line items for electrical works such as wiring, earthing, cable laying, termination etc.</p> <p>As part of their bid, contractors shall submit a declaration on their letterhead confirming that a Class-1 licensed electrical supervisor will be assigned to oversee all electrical work performed by them or their representatives during project execution.</p>
1.2.	<p>Pre-Qualification Criteria: (Financial)</p> <p>Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least INR 15,99,232.00 excl. of GST.</p> <p>Audited Balance sheet and profit & Loss account OR Turn over Certificate from Chartered Accountant to be enclosed for the FY 21-22, 22-23 and 23-24</p>
2.	OTHERS ELIGIBILITY CRITERIA
2.1.	The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
2.2.	A copy of GST certificate to be submitted.
2.3.	Bidder to submit declaration for obtaining the essential license under Contract Labour (Regulation & Abolition) Act 1970 after award of work. Form-5 will be issued to successful bidder by BHEL for applying the license. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
2.4.	Bidder should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that bidder is independently registered as an employer under ESI to be produced.
2.5.	Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that bidder is independently registered as an employer PF to be produced.
2.6.	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.
2.7.	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
2.8.	In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract



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	may be terminated.
2.9.	If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
3.	PRICE VARIATION CLAUSE: Not Applicable
4.	<u>PAYMENT TERMS</u>
4.1.	<p>Payment terms shall be as per GCC clause 2.6.</p> <p>Bills will be prepared after taking joint measurement as per actual work done at site.</p> <p>Payment time line shall be 45 days for Micro & Small Enterprises (MSEs), 60 Days for Medium Enterprises and 90 days for Non-MSME bidders from date of certification of invoice/bill.</p> <p>During execution of work, monthly payments of all works in place will be made on the basic measurements recorded in measurement sheet/book in respect of items executed but no claim on the account will be entertained, if for any reason payments are not so made.</p> <p>As per Clause 2.6 (Measurement of Work and Mode of Payment) of Standard GCC of BHEL for works contract.</p>
4.2.	GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL. GST TDS will be done @ 2%. Income Tax TDS will be done as applicable.
5.	Annexures
7.1	Detailed Scope of Work – Annexure I
7.2	TECHNO-COMMERCIAL BID APPLICATION- ANNEXURE – II
7.3	Bidder Information – Annexure III
7.4	CHECKLIST OF ENCLOSURES – Annexure IV
7.5	Declaration by Bidder-I – Annexure V
7.6	Declaration by Bidder-II – Annexure VI
7.7	Unpriced BID- Annexure VII
7.8	PPP-MII Format- Annexure VIII
7.9	Deviations Sheet- Annexure IX
7.10	Border Sharing format
7.11	Conflict of Interest among Bidders/ Agents



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7.1 ANNEXURE – I: SCOPE OF WORK

Sl No	Service Code	Brief Description of work	Quantity	UOM
10	3004546	Earthwork in excavation: Earthwork in excavation by mechanical means (Hydraulic excavator)/ manual means in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m. All kinds of soil.	53.02	M3
20	3004547	Filling available excavated: Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation, etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 and for all lift.	53.02	M3
30	3004548	Demolishing cement concrete 1:3:6 + Demolishing cement concrete manually/ by mechanical means including disposal of material to the nearest identified bin inside factory premises as per direction of Engineer In-charge. Nominal concrete 1:3:6 or richer mix (including equivalent design mix).	5	M3
40	3004549	Demolishing cement concrete 1:4:8 - Demolishing cement concrete manually/ by mechanical means including disposal of material to the nearest identified bin inside factory premises as per direction of Engineer In-charge. Nominal concrete 1:4:8 or leaner mix (including equivalent design mix).	5	M3
50	3004550	Dismantling roofing Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material to the identified location inside factory premises of Asbestos Cement Sheets. Including chipping off the sheets embedded in the side wall and making grooves for fixing new sheet.	240	M2



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Sl No	Service Code	Brief Description of work	Quantity	UOM
60	3004551	Dismantling aluminium/ Gypsum partitions Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material within 50 meters lead as directed by Engineer-in-charge.	259.5	M2
70	3004552	Demolishing stone rubble masonry Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable materials within 50 meters lead as per direction of Engineer In-charge: In cement mortar.	2.84	M3
80	3004553	Cement concrete of 1:4:8 grade Providing and laying in position cement concrete of 1:4:8 grade (1 cement : 4 coarse sand (Zone - III) derived from natural source : 8 graded stone aggregate 40mm nominal size derived from natural sources) excluding the cost of centering and shuttering - All work up to plinth level.	8.8	M3
90	3004554	Coursed rubble masonry 1:6 Coursed rubble masonry with hard stone in foundation and plinth with cement mortar 1:6 (1 cement : 6 coarse sand)	39.17	M3
100	3004555	Cement concrete 1: 1.5: 3 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1: 1.5: 3 (1 cement : 1.5 coarse sand (zone - III) derived from natural sources : 3 graded stone aggregate 20mm nominal size derived from natural sources)	9.71	M3
110	3004556	RCC 1:1.5:3 Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - 1:1.5:3 (1 cement : 1.5 coarse sand (zone - III) derived from natural sources : 3 graded stone aggregate 20mm nominal size derived from natural sources).	17.88	M3
120	3004557	Centering and shuttering-Foundation Centering and shuttering including strutting, propping etc. and removal of form work for	33.99	M2



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		Foundations, footings, bases of columns etc. for mass concrete.		
130	3004558	Centering & shuttering slab edge, lintel Centering and shuttering including strutting, propping etc. and removal of form work for Edges of slabs, lintels and breaks in floors and walls.	19.58	M2
140	3004559	Centering and shuttering-Stair Centering and shuttering including strutting, propping etc. and removal of form work for Stairs (including landing)	16.53	M2
150	3004560	0.8mm Deck Sheet Providing and fixing roofing consist of 0.8 mm thick galvanized steel deck sheet confirming to IS 277:1992 used as permanent shuttering over which MS wire mesh 3mm laid at 100x100 mm grid including edge trim covered with concrete. This metal deck will be supported on structural steel beam with shear studs. (Structural steel like Beam, column, joists etc. & concrete of different grade as per design will be paid separately).	108	M2
160	3004561	Structural steel work riveted, bolted Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	2,360.05	KG
170	3004562	Steel work welded in built up sections/ Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, all complete	100	KG
180	3004563	Steel reinforcement for R.C.C. work Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto all level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	2,483.19	KG



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Sl No	Service Code	Brief Description of work	Quantity	UOM
190	3004564	Painting with synthetic enamel paint Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work.	200	M2
200	3004565	Brick work CM 1:4 Brick work 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 and sizes in Cement Mortar 1:4 (1 cement : 4 coarse sand).	28	M3
210	3004566	Precast concrete solid blocks Providing and laying factory made Precast concrete solid blocks of 200 mm thickness of grade M10 made of C&D waste from approved manufacturer in superstructure above plinth level up to floor V level: Cement mortar 1:6 (1 cement : 6 coarse sand) (For Toilet and internal misc. walls).	8.33	M3
220	3004567	18 mm cement plaster 18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge. EXTERNAL PLASTER	90.45	M2
230	3004568	12 mm cement plaster of mix : 1:6 12 mm cement plaster of mix : 1:6 (1 cement: 6 coarse sand): INTERNAL PLASTER	283.16	M2
240	3004569	Vitrified floor tiles Providing and laying vitrified floor tiles in different sizes (thickness should be 8mm) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 30mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	77.4	M2



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Sl No	Service Code	Brief Description of work	Quantity	UOM
250	3004570	Anti skid Glazed Ceramic floor tiles Providing and laying anti skid Glazed Ceramic floor tiles of size 300x300 mm or more (thickness should be 8mm), of 1st quality conforming to IS : 15622, of approved make, in colours as approved by Engineer In-charge, laid on 30 mm thick cement mortar 1:4 (1 Cement: 4 Coarse sand), jointing with grey cement slurry @ 3.3kg/ sqm including grouting the joints with white cement and matching pigments etc., complete.	31.01	M2
260	3004580	Ceramic Glazed Wall Tiles Providing and fixing 1 st 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.	221.51	M2
270	3004581	Kota Stone Slabs 20mm Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete.	12.66	M2
280	3004582	20mm Granite for kitchen platform Providing and fixing 20 mm thick gang saw cut, mirror polished, pre-moulded and pre-polished, 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 of any colour and shade.	2.25	M2



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290	3004583	75x150x18mm Granite Urinal Partition Providing and fixing stone slab with table rubbed, edges rounded and polished, of size 75x150 cm deep and 1.8 cm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth. Granite Stone of approved shade	5.63	M2
300	3004584	Putty 2mm Providing and applying plaster of paris putty of 2 mm thickness of approved brand over plastered surface to prepare the surface even and smooth complete.	283.16	M2
310	3004585	Exterior Paint Finishing walls with Acrylic Smooth exterior weather proof paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior weather proof primer applied @ 2.20 kg/10 sqm) EXTERNAL	90.45	M2
320	3004586	Interior Emulsion Paint Wall painting with acrylic emulsion paint (for Internal walls), having VOC (Volatile Organic Compound) content less than 50 grams/litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour : Two or more coats on new work	283.16	M2
330	3004587	Distemper Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 grams/ litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour. New work (2 or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 grams/ litre.	5	M2



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340	3004588	<p>Tiles False ceiling</p> <p>Providing and fixing tiled false ceiling of specified materials of size 595x595 mm in true horizontal level, suspended on inter locking 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 galvanised 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. 12.5 mm thick square edge PVC Laminated Gypsum Tile of size 595x595 mm, made of Gypsum plasterboard, manufactured from natural gypsum as per IS 2095 part I and laminated with white 0.16mm thick fire retardant PVC film on the face side and 12micron metalized polyester on the back side with all edges sealed with the face side PVC film which goes around and wraps the edges and is bonded to the edges and the back side metalized polyester film so as to make the tile a completely sealed unit.</p>	328	M2



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350	3004589	<p>WPC Door Frames</p> <p>Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid door/window/Ceostory windows & other Frames/Chowkhat comprising of virgin PVC 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) fabricated with miter joints after applying PVC solvent cement and screwed with full body threaded star headed SS screws having minimum frame density of 750 kg/ cum, screw withdrawal strength of 2200 N (Face) & 1100 N (Edge), minimum compressive strength of 58 N/mm², modulus of elasticity 900 N/mm² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixed in position with M.S hold fast/lugs/SS dash fasteners of required dia and length complete as per direction of Engineer-In-Charge. (M.S hold fast/lugs or SS dash fasteners shall be paid for separately). Frame size 45 x 70 mm</p> <p>Note: For WPC solid door/window frames, minus 5mm tolerance in dimensions i.e depth and width of profile shall be acceptable. Variation in profile dimensions on plus side shall be acceptable but no extra payment on this account shall be made.</p>	44.55	M



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360	3004590	<p>WPC Shutters</p> <p>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/mm², modulus of elasticity 850 N/mm² 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: All necessary fittings including stainless steel butt hinges and necessary S.S screws are included). 30 mm thick</p>	14.18	M2
370	3004591	<p>AL Work for Partition</p> <p>Providing and fixing aluminium 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. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium 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) :</p> <p>Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15</p>	656.4	KG



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Sl No	Service Code	Brief Description of work	Quantity	UOM
380	3004592	AL Work for door,window,ventilator 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) Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	46.5	KG
390	3004593	Particle Board for AL Partition 12mm Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of Engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides	140.99	M2
400	3004594	4mm glass for AL Partition 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 4.0 mm thickness	53.46	M2
410	3004595	5mm Glass for AL partition doors 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 5.00 mm thickness.	13.55	M2
420	3004596	AL Tower Bolts 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 : 300x10 mm	11	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
430	3004597	AL Door Handles 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	22	EA
440	3004598	AL Hanging Floor Door stopper 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.	11	EA
450	3004599	Hydraulic Door closer Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	11	EA
460	3004600	Rain Water Pipes 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	10	M
470	3004601	Bend 87.5 110 mm Shoe for Rain water pip 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. Bend 87.5 110 mm Shoe	2	EA
480	3004602	Shoe (Plain) 110 mm Shoe for RW pipe 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. Shoe (Plain) 110 mm Shoe	2	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
490	3004603	<p>Roof Slab Waterproofing</p> <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).</p> <p>For the purpose of measurement the entire treated surface will be measured.</p>	54	M2
500	3004604	<p>Brick tiles for roof waterproofing</p> <p>Providing and laying brick tiles over mumty roofs, grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement, over 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat: With common burnt clay F.P.S. (non modular) brick tiles of class designation 10</p>	54	M2
510	3004605	<p>European Water Closet</p> <p>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</p>	5	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
520	3004606	Toilet paper holder Providing and fixing approved quality paper holder fix on wall with rawl plugs all materials labours etc., all complete as directed by the Engineer-in-charge.C.P. brass	3	EA
530	3004607	Urinal Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :One urinal basin with 5 litre white P.V.C. automatic flushing cistern complete as per direction of Engineer In-Charge.	6	EA
540	3004608	Wash Basin 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: White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps.	5	EA
550	3004609	600mmx450mm Mirror Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws hard board backing complete as per direction of Engineer In-Charge and washers complete.	5	EA
560	3004610	Towel Rail Providing and fixing PTMT TOWEL RAIL complete with brackets fixed to wooden cleats with CP brass screws with concealed fittings arrangement of approved quality and colour. 600mm long towel rail with total length of 645 mm, width 78 mm and effective height of 88 mm, weighting not less than 190 gms. complete as per direction of Engineer In-Charge.	7	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
570	3004611	SS Kitchen Sink Providing and fixing Stainless Steel A ISI 304 (18/8) KITCHEN SINK Pantry unit of sufficient size with sandwich type of platform with one sink (Nirali Make) plumbing fixture plumbing fixtures 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: 510x1040 mm bowl depth 200 mm complete as per direction of Engineer In-Charge.	1	EA
580	3004612	100mm HDPE Pipes Incl. fittings Providing and fixing High-density polyethylene (HDPE) pipes, including all HDPE pipes & fittings, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 100 mm nominal inner dia Pipes.	5	M
590	3004613	150mm HDPE Pipes incl. fittings Providing and fixing High-density polyethylene (HDPE) pipes, including all HDPE pipes & fittings, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 150 mm nominal inner dia Pipes.	20	M
600	3004614	25mm GM Gate Valve Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :25 mm nominal bore complete as per direction of Engineer In-Charge.	5	EA
610	3004615	15mm Brass Stop Cock Providing and fixing brass stop cock of approved design, quality and make 15mm NB complete as per direction of Engineer In-Charge.	20	EA
620	3004616	20mm Brass Stop Cock Providing and fixing brass stop cock of approved design, quality and make 20mm NB complete as per direction of Engineer In-Charge.	2	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
630	3004617	15mm CPVC Pipes incl. fittings 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. 15 mm nominal outer dia Pipes	20	M
640	3004618	20mm CPVC pipes incl. fittings 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. 20 mm nominal outer dia Pipes	40	M
650	3004619	25mm CPVC Pipes incl. fittings 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. 25 mm nominal outer dia Pipes	20	M
660	3004620	15mm Brass Bib cock Providing and fixing brass bib cock of approved quality: 15 mm nominal bore complete as per direction of Engineer In-Charge.	10	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
670	3004621	0.5mm PCGI roofing sheet Providing and fixing precoated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer In-charge) of total coated thickness 0.50mm (base metal of minimum 0.45mm thickness with total coating thickness of 0.05mm) with zinc coating 120grams per sqm as per IS: 277, in 240MPa Steel grade, 5-7 micron epoxy primer on both sides of the sheet and the polyester top coat 15-18 microns. Sheets should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 metre or as desired by Engineer In-charge. The sheet shall be fixed using self drilling/ self tapping screws of size (5.5x55mm) with EPDM seal, complete up to any pitch horizontal, vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. Also including inserting the sheets into the side wall grooves and packing it using Cement Mortar 1:4 including the cost of all materials and labour.	240	M2
680	3004622	Vertical blinds Providing and fixing vertical blind of approved color and brand cost is including of supply of materials, fixing, labour charges, transportation all leads, lifts, taxes etc. complete at all height and levels complete as per direction of Engineer In-Charge.	32.4	M2



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Sl No	Service Code	Brief Description of work	Quantity	UOM
690	3004633	<p>2x2 LED Fitting Supply of 2x2 LED Fitting, Minimum 24W its Installation in False Ceiling with hanging chain supports and Wiring for light point with 2.5 Sqmm FRLS Flexible PVC insulated copper conductor single core cable in PVC conduit with Double Door 12 Way SPN DB and earthing Each LED fittings with 1.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wires as required. Each Row of LED fittings should have 1 MCB (1 Pole) control of suitable rating along with common ELCB for Lighting Circuit.</p> <p>Technical Details for LED Fittings 1) Luminary Efficacy : Minimum 100 Lm/W 2) Mounting : Recess -mounting 3) Diffuser: High transmittance FULL diffuser for glare free uniform light distribution. 4) IP : 20 5) Driver should be inside the LED fitting.</p>	40	EA
700	3004634	<p>Wall Mounting Fan Supply, Installation (In Wall) & Wiring of Wall Mounting Fan with 2.5Sqmm FRLS Flexible PVC insulated copper conductor single core cable in PVC conduit with modular switch, socket ,modular plate suitable GI Box and earthing the point with 1.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wires as required.</p> <p>Wall Mounting Fan Technical Details: Input Power : 220-240VAC/50 Hz Blade Material : Plastic No. of Speed Setting 3 No. of Blades : 3 Sweep Size : 400 millimeter Motor Winding Material : Copper Speed: 1000-1500 RPM Color: White</p>	20	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
710	3004635	MCB Metal Enclosure Supply, Installation (In Wall) & Wiring of 20A, 2P, C Curv, MCB Metal Enclosure for Single Phase Air Conditioners with 6 Sqmm FRLS Flexible PVC insulated copper , 3 core cable in PVC conduit and earthing the point as required.	20	EA
720	3004636	Combined Box/Modular Box Supply, Installation (In Wall) & Wiring of 16A SS, Combined Box/Modular Box with (3 Socket & 3 Switches each 16A rating) with 4 Sqmm FRLS Flexible PVC insulated copper , 3 core cable in PVC conduit and earthing the point as required.	15	SET
730	3004637	Wiring of modular furniture Supply of Modular Electrical system and wiring of the modular furniture with the following items with 8 Module in Single Row - 2 Nos and with 2.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wire as required and earthing the point. Item required for Sitting Arrangement of 1 PERSON (1SET) 1) Modular Computer Jack (CAT 6) - 1 Module 2) Modular Telephone Jack (RJ 11)- 1 Module 3) Modular MCB 1 Pole, 10A - 1Nos 4) Modular 3 Pin Socket, 5A - 5Nos 5) Modular SP Switch, 10A -1 No NOTE: Supply of Double Door 12 Way SPN DB for above modular electrification arrangement to be connected at Distribution Panel to be included.	35	SET



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Sl No	Service Code	Brief Description of work	Quantity	UOM
740	3004638	<p>18-20W LED Batten and Installation Supply of 18-20W LED Batten its Installation in Ceiling and Wiring for light point with 1.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wires in PVC conduit with and earthing the point with 1 Sqmm FRLS PVC Flexible insulated copper conductor single core wire as required.</p> <p>LED Batten Technical Details: Length of LED Batten (Nominal) (in mm): 1150 Minimum Lumen Efficay : 100lm/Watt Housing Material : Polycarbonate</p> <p>NOTE: 1 Circuit should have 3 LED Tubelight control. 3 LED Tubelight should have 1 Switch control of suitable rating. Switch Point for Ground Floor will be at 2 location. (Each locations 5 Switches)</p>	40	SET
750	3004639	<p>100W LED Flood Light Supply, Installation and Commissioning of 100W LED Flood Light in the Walls outside the Building with 2.5 Sqmm FRLS Flexible PVC insulated copper conductor 3 core cable in PVC conduit with earthing the point as required. PVC Conduits to be fixed on the walls surface.</p> <p>NOTE: 1 Circuit should have 2 LED Flood light control with suitable 1P, MCB, 6A</p>	10	EA
760	3004640	<p>600x600x3.15 mm Copper Plate electrode E Supply and Providing of conventional 600x600x3.15 mm Copper Plate electrode EARTHING. Providing the earth stations with necessary materials, labour, civil works, etc. as per Indian Standard specification IS:3043 or latest revision etc. The chamber size shall be 450x450 mm with CI Cover providing meshed funnel, spreading chalk/char coal, salt etc, completely as required.</p>	4	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
770	3004641	EARTHING with earth electrode of 4.5mtr Supply and Providing of conventional EARTHING with earth electrode of 4.5mtr long 40mm dia G.I pipe (B class) with construction of brick trough, providing meshed funnel, CI cover and other civil Engineering works, spreading chalk/char coal, salt and bolt nut etc, completely as required. as per IS 3043 or latest revision.	4	EA
780	3004642	25 mm x 5 mm GI Strip for Body of LT Pan Supply and laying of (25 mm x 5 mm GI Strip for Body of LT Panels) following size GI strip including all fixing accessories for earth connection from earth electrode inside/outside the building with all necessary interconnections with earth station and equipments. The cost shall also include the supply & installation of Heat Shrinkable PVC black colored sleeves for earthing GI strip.	200	M
790	3004643	400 Sqmm, XLPE, Al, Armoured UG cable Laying of 1.1kV, 3.5 Core, 400 Sqmm, XLPE, Al, Armoured UG cable direct in Ground. The rate shall include excavation of earth in all types of soil and backfilling including providing bricks and sand. (Cables are in BHEL scope)	100	M
800	3004644	End termination with brass double compre Supplying and making End termination with brass double compression gland and Aluminium lugs for following size XLPE conductor cable of 1.1kV grade. 3.5C x 400 Sqmm Aluminium Cable (With Aluminium Lugs) as required.	6	SET
810	3004645	500 A LV Cable termination junction Design, fabrication, supply of 500 A LV Cable termination junction (Alu Bus Bar) box- Indoor Type. The box shall be suitable for 3 ph. 415 volts, AC, 4 wire system, fabricated out of 2 mm CRCA sheet with necessary MS Angle supports, cubical/ compartment construction. RAL7032 colour powder coating/ enamel paint finish. The bus bars shall be 50 x 10 mm Aluminium with RYB colour PVC Sleeves.	1	SET



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		Necessary angle with FRP/ DMC supports shall be provided. (For termination of 3.5C, Armoured, 400Sqmm incomer cables)		
820	3004646	400A, 4P,MCCB,36kA Supply, Installation & Commissioning of 400A, 4P,MCCB,36kA with suitable enclosure.	1	EA
830	3004647	erection and wiring of LED Street Light Supply, erection and wiring of LED Street Light 100W around building with Single Arm 6.5 Meter Height, Street Light Poles including base plate 250x250x12 and 4 Nos of foundation bolts M16x600 with 2 Pole 10 A MCB. Supply, laying and termination of 4 Sqmm 4C, Armoured, Copper cable. Fixing of poles with RCC footing of size 400x400 depth 750mm including cement concrete.Including Supply of 4P MCB Loop in Loop Out with IP 65 enclosure. Distance between the pole : 15	10	EA
840	3004648	6Way Double Door TPN DB with 63A, 4P,C C Supply, Installtion & Commissioning of 6Way Double Door TPN DB with 63A, 4P,C Curv Incomer MCB. Outgoing MCBs : 20A, SP,C Curv. (2 Nos for Air Conditioners and 1 No for 16A SS Points and 1 No for Lighting & Fans)	4	EA



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Sl No	Service Code	Brief Description of work	Quantity	UOM
850	3004649	<p>MAIN LT POWER DISTRIBUTION PANEL 415V,3P MAIN LT POWER DISTRIBUTION PANEL 415V,3Ph PANEL TECHNICAL DETAILS: Voltage Rating (AC): 415V \pm10% AC, 3Ph,4Wire. Frequency: 50Hz \pm1%. Incomer: Bottom Entry for 3.5 C, 400 Sqmm, Armoured Al Cable, 1 RUN. Outgoing: TOP Entry</p> <p>Bus bars shall be 50 x 10 mm Aluminium with RYB color PVC sleeves. Necessary angle with FRP/DMC supports shall be provided. 1)Busbar Material: High Conductivity Aluminium 2)Busbar Grade : E-91E/63401 WP as per IS:5082 3)Earth Bus & Size 50x6 mm² Aluminium (The Horizontal Earth bus shall project out of the panel and shall have at least Two holes for earth connections) METERING Panels should have metering facility for Voltage, Current & Power Consumption (kWh) - MFM to be provided. 96Sqmm Analog Voltmeter (0-500V AC, CL 1.0 with VSS) , 96Sqmm Analog Ammeter (0-400A AC, CL 1.0 with CT Secondary 5A) RYB Indication Lamps with ON,OFF & TRIP Indication Lamps for Incomer and Outgoing. 6A 3P TP MCB and Neutral Link</p> <p>Shrouding Material : Transparent Acrylic/ FRP Sheet Busbar I/C & O/G Insulating Sleeves: Heat Shrinkable PVC Insulated Color of Insulating Sleeves : R Phase-Red, Y Phase- Yellow, B Phase- Blue & Neutral-Black Sheet Thickness as follows: a) Load Bearing Members 2 mm CRCA b) Doors & Covers 2 mm CRCA c) Non-Load Bearing Members 2 mm CRCA d) Base Frame 3 mm CRCA (Min 120mm Height) e) Gland Plate 3 mm CRCA</p>	1	SET



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Sl No	Service Code	Brief Description of work	Quantity	UOM
		<p>Minimum Clearance between Vertical/Horizontal/Main Busbars & MCCB Bus Links a) Phase to Phase 25 MM b) Phase to Neutral 19 MM c) Phase to Earth 19 MM d) Neutral to Earth 19 MM</p> <p>INCOMER: 1) 400A, 4P,MCCB,36kA - 1 Nos</p> <p>OUTGOINGS FEEDERS: 1) LIGHTING FEEDER (100A,4P,MCCB,18kA) - 1Nos 2) Air Conditioners FEEDER (160A,4P,MCCB,18kA) - 1Nos 3) Plug Point FEEDER (100A,4P, MCCB,18kA) - 1Nos 4) SPARE FEEDER (100A,4P,MCCB,18kA) - 2Nos</p>		

1. Replacement of old and damaged AC sheet with PPGI sheets as per specification available in estimate.
2. Backside extension for construction of staircase, toilets with a composite material comprising of steel, decking sheet, concrete masonry etc. as per specification available in estimate.
3. Replacement of old and damaged false ceiling with new false ceiling as per specification available in estimate.
4. Aluminium partitions for offices as per specification available in estimate.
5. Waterproofing system for new roofs as per specification available in estimate.
6. Providing and fixing vertical blinds for the windows as per specification available in estimate.
7. Supplying and installation of 2x2 LED Fittings.
8. Supply, Installation (In Wall) & Wiring of Wall Mounting Fan.
9. Supply, Installation (In Wall) & Wiring of 20A, 2P, C Curv, MCB Metal Enclosure for Single Phase Air Conditioners.
10. Supply, Installation (In Wall) & Wiring of 16A SS, Combined Box/Modular Box
11. Supply of Modular Electrical system and wiring of the modular furniture.



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12. Supply of 18-20W LED Batten its Installation.
13. Supply, Installation and Commissioning of 100W LED Flood Light.
14. Supply and Providing of conventional 600x600x3.15 mm Copper Plate electrode EARTHING.
15. Supply and Providing of conventional EARTHING with earth electrode.
16. Supply and laying of (25 mm x 5 mm GI Strip for Body of LT Panels).
17. Laying of 1.1kV, 3.5 Core, 400 Sq.mm., XLPE, Al, Armoured UG cable direct in Ground.
18. Supplying and making End termination with brass double compression gland and Aluminium lugs.
19. Design, fabrication, supply of 500 A LV Cable termination junction (Alu Bus Bar) box.
20. Supply, Installation & Commissioning of 400A, 4P,MCCB,36kA with suitable enclosure.
21. Supply, erection and wiring of LED Street Light 100 W.
22. Supply, Installation & Commissioning of 6Way Double Door TPN DB
23. MAIN LT POWER DISTRIBUTION PANEL 415V,3Ph

For Electrical Works:

Preferred Make of Materials as per Standardization list:

Make of LED Light Fitting:

PHILLIPS, OSRAM, CROMPTON GREAVES, WIPRO, HAVELLS, SYSKA

Make of Wires & Cables:

FINOLEX, ANCHOR, POLYCAB, B V-GUARD, HAVELLS, KEI

Make of Wall Fan:

ALMONARD, RALLIFAN, USHA, GE, CG, BAJAJ


Make of MCBs:

SIEMENS, ABB, SCHNEIDER, GE

Make of PLUG, SOCKET, SP, DP, TP SWITCH, GANG BOX:

CONA, LISHA, GM, HAVELLS, ANCHOR

PANEL METERS: RISHAB, L&T, SCHNEIDER, AE, MEC

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7.2 ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION

To,

Sr. Manager / WCC
Bharat Heavy Electricals Limited
Solar Business Division,
IISc Post, Malleswaram,
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work **“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”**


I / We have carefully perused the all the clauses mentioned in NIT and agree to abide with the same.

1. Notice Inviting Tender – Part A Volume 1
2. Technical specification, FQP, drawing – Part A Volume 1
3. Notice Inviting Tender – Part A Volume 2
4. Price Bid Format - Part – B

I/ We further agree to execute all the works referred to in the said documents.


I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer
Date:

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7.3 ANNEXURE – III: BIDDER INFORMATION

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	Name of the Company	
2	Name of Authorized Signatory	
3	Name of Contact person for this tender	
4	Email-id of contact person	
5	Contact number	
6	Bank Account Details (Name of Bank, Branch and Account Number). Cancelled Cheque to be enclosed	
7	Details of Relatives employed in BHEL, Name Designation and Unit - Clause 4.8	
	Relative 1	
	Relative 2	
	Relative 3	

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7.4 ANNEXURE – IV: CHECKLIST OF ENCLOSURES

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Documentary Evidence as per Clause 3.1		
2	Declaration as per cl. 4.3		
3	GSTIN certificate should be submitted (under Cl. 4.2)		
4	Average turnover of last 3 years - Clause 3.2		
5	PAN No. - Clause 4.1		
6	ESI -Clause 4.4		
7	PF- Clause 4.5		
8	Non-Disclosure Agreement		
9	EMD Details (DD No., Amount, Date & Bank)		
10	PPP-MII Format to be enclosed - Annexure VIII		
11	Boarder sharing (Applicable Annexure-D (i) or D(ii) to be submitted in letter head)		

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7.5 ANNEXURE – V: BIDDER DECLARATION - I

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
2	I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.	
3	I have quoted rates for the total scope of work mentioned in the tender document	
5	I have understood and accepted the payment terms of BHEL as per Cl.6	
6	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
7	I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.	
8	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
9	Signed and submitted the deviations sheet	

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7.6 ANNEXURE – VI, BIDDER DECLARATION - II

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.

[Signature with Name & seal of the Tenderer]

Date :

Place :



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7.7 ANNEXURE VII Unpriced BID

Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
10	3004546	Earthwork in excavation: Earthwork in excavation by mechanical means (Hydraulic excavator)/ manual means in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m. All kinds of soil.	53.02	M3	220.59	11,695.68
20	3004547	Filling available excavated: Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation, etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 and for all lift.	53.02	M3	166.1	8,806.62
30	3004548	Demolishing cement concrete 1:3:6 + Demolishing cement concrete manually/ by mechanical means including disposal of	5	M3	2,062.92	10,314.60



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		material to the nearest identified bin inside factory premises as per direction of Engineer In-charge. Nominal concrete 1:3:6 or richer mix (including equivalent design mix).				
40	3004549	Demolishing cement concrete 1:4:8 - Demolishing cement concrete manually/ by mechanical means including disposal of material to the nearest identified bin inside factory premises as per direction of Engineer In-charge. Nominal concrete 1:4:8 or leaner mix (including equivalent design mix).	5	M3	1,274.24	6,371.20
50	3004550	Dismantling roofing Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material to the identified location inside factory premises of Asbestos Cement Sheets. Including chipping off the sheets embedded in the side wall and making grooves for fixing new sheet.	240	M2	65.51	15,722.40
60	3004551	Dismantling aluminium/ Gypsum partitions Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling	259.5	M2	47.75	12,391.13



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		including disposal of unserviceable material and stacking of serviceable material with in 50 meters lead as directed by Engineer-in-charge.				
70	3004552	Demolishing stone rubble masonry Demolishing stone rubble masonry manually/ by mechanical means including stacking of servicable materials and disposal of unservicable materials within 50 meters lead as per direction of Engineer In-charge: In cement mortar.	2.84	M3	2,083.86	5,918.16
80	3004553	Cement concrete of 1:4:8 grade Providing and laying in position cement concrete of 1:4:8 grade (1 cement : 4 coarse sand (Zone - III) derived from natural source : 8 graded stone aggregate 40mm nominal size derived from natural sources) excluding the cost of centering and shuttering - All work up to plinth level.	8.8	M3	5,772.88	50,801.34
90	3004554	Coursed rubble masonry 1:6 Coursed rubble masonry with hard stone in foundation and plint	39.17	M3	6,947.92	2,72,150.03



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		with cement mortar 1:6 (1 cement : 6 coarse sand)				
100	3004555	Cement concrete 1: 1.5: 3 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1: 1.5: 3 (1 cement : 1.5 coarse sand (zone - III) derived from natural sources : 3 graded stone aggregate 20mm nominal size derived from natural sources)	9.71	M3	7,068.52	68,635.33
110	3004556	RCC 1:1.5:3 Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - 1:1.5:3 (1 cement : 1.5 coarse sand (zone - III) derived from natural sources : 3 graded stone aggregate 20mm nominal size derived from natural sources).	17.88	M3	7,665.89	1,37,066.11
120	3004557	Centering and shuttering-Foundation Centering and shuttering including strutting, propping etc. and removal of form work for Foundations,	33.99	M2	332.33	11,295.90



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		footings, bases of columns etc. for mass concrete.				
130	3004558	Centering & shuttering slab edge, lintel Centering and shuttering including strutting, propping etc. and removal of form work for Edges of slabs, lintels and breaks in floors and walls.	19.58	M2	624.07	12,219.29
140	3004559	Centering and shuttering-Stair Centering and shuttering including strutting, propping etc. and removal of form work for Stairs (including landing)	16.53	M2	648.26	10,715.74
150	3004560	0.8mm Deck Sheet Providing and fixing roofing consist of 0.8 mm thick galvanized steel deck sheet confirming to IS 277:1992 used as permanent shuttering over which MS wire mesh 3mm laid at 100x100 mm grid including edge trim covered with concrete. This metal deck will be supported on structural steel beam with shear studs. (Structural steel like Beam, column, joists etc. & concrete of different grade as per design will be paid	108	M2	1,292.88	1,39,631.04



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		separately).				
160	3004561	Structural steel work riveted, bolted Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	2,360.05	KG	113.31	2,67,417.27
170	3004562	Steel work welded in built up sections/ Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, all complete	100	KG	146.27	14,627.00
180	3004563	Steel reinforcement for R.C.C. work Steel reinforcement for R.C.C. work including straightening, cutting,	2,483.19	KG	91.4	2,26,963.57



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		bending, placing in position and binding all complete upto all level. Thermo-Mechanically Treated bars of grade Fe-500D or more.				
190	3004564	Painting with synthetic enamel paint Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work.	200	M2	132.12	26,424.00
200	3004565	Brick work CM 1:4 Brick work 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 and sizes in Cement Mortar 1:4 (1 cement : 4 coarse sand).	28	M3	7,918.94	2,21,730.32
210	3004566	Precast concrete solid blocks Providing and laying factory made Precast concrete solid blocks of 200 mm thickness of grade M10 made of C&D waste from approved manufacturer in superstructure above plinth level up to floor V level: Cement mortar 1:6 (1 cement : 6 coarse sand) (For Toilet and internal misc. walls).	8.33	M3	8,342.92	69,496.52



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220	3004567	18 mm cement plaster 18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge. EXTERNAL PLASTER	90.45	M2	455.47	41,197.26
230	3004568	12 mm cement plaster of mix : 1:6 12 mm cement plaster of mix : 1:6 (1 cement: 6 coarse sand): INTERNAL PLASTER	283.16	M2	291.23	82,464.69
240	3004569	Vitrified floor tiles Providing and laying vitrified floor tiles in different sizes (thickness should be 8mm) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 30mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	77.4	M2	1,316.48	1,01,895.55



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250	3004570	Anti skid Glazed Ceramic floor tiles Providing and laying anti skid Glazed Ceramic floor tiles of size 300x300 mm or more (thickness should be 8mm), of 1st quality conforming to IS : 15622, of approved make, in colours as approved by Engineer In-charge, laid on 30 mm thick cement mortar 1:4 (1 Cement: 4 Coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete.	31.01	M2	1,127.12	34,951.99
260	3004580	Ceramic Glazed Wall Tiles Providing and fixing Ist 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	221.51	M2	1,074.53	2,38,019.14



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		per sqm, including pointing in white cement mixed with pigment of matching shade complete.				
270	3004581	Kota Stone Slabs 20mm Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete.	12.66	M2	1,995.51	25,263.16
280	3004582	20mm Granite for kitchen platform Providing and fixing 20 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	2.25	M2	4,352.80	9,793.80



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade.				
290	3004583	75x150x18mm Granite Urinal Partition Providing and fixing stone slab with table rubbed, edges rounded and polished, of size 75x150 cm deep and 1.8 cm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth. Granite Stone of approved shade	5.63	M2	3,433.77	19,332.13
300	3004584	Putty 2mm Providing and applying plaster of paris putty of 2 mm thickness of approved brandover plastered surface to prepare the surface even and smooth complete.	283.16	M2	222.63	63,039.91
310	3004585	Exterior Paint Finishing walls with Acrylic Smooth exterior weather proof paint of required shade : New	90.45	M2	136.1	12,310.25



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior weather proof primer applied @ 2.20 kg/10 sqm) EXTERNAL				
320	3004586	Interior Emulsion Paint Wall painting with acrylic emulsion paint (for Internal walls), having VOC (Volatile Organic Compound) content less than 50 grams/litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour : Two or more coats on new work	283.16	M2	116.48	32,982.48
330	3004587	Distemper Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 grams/ litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour. New work (2 or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 grams/ litre.	5	M2	157.33	786.65



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
340	3004588	Tiles False ceiling Providing and fixing tiled false ceiling of specified materials of size 595x595 mm in true horizontal level, suspended on inter locking 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,	328	M2	1,877.25	6,15,738.00



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		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 galvanised 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. 12.5 mm thick square edge PVC Laminated Gypsum Tile of size 595x595 mm, made of Gypsum plasterboard, manufactured from natural gypsum as per IS 2095 part I and laminated with white 0.16mm thick fire retardant PVC film on the face side and 12micron metalized polyester on the back				



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		side with all edges sealed with the face side PVC film which goes around and wraps the edges and is bonded to the edges and the back side metalized polyester film so as to make the tile a completely sealed unit.				



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
350	3004589	WPC Door Frames Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid door/window/Ceometry windows & other Frames/Chowkhat comprising of virgin PVC 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) fabricated with miter joints after applying PVC solvent cement and screwed with full body threaded star headed SS screws having minimum frame density of 750 kg/ cum, screw withdrawal strength of 2200 N (Face) & 1100 N (Edge), minimum compressive strength of 58 N/mm ² , modulus of elasticity 900 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 fixed in position with M.S hold	44.55	M	598.18	26,648.92



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		fast/lugs/SS dash fasteners of required dia and length complete as per direction of Engineer-In- Charge. (M.S hold fast/lugs or SS dash fasteners shall be paid for separately). Frame size 45 x 70 mm Note: For WPC solid door/window frames, minus 5mm tolerance in dimensions i.e depth and width of profile shall be acceptable. Variation in profile dimensions on plus side shall be acceptable but no extra payment on this account shall be made.				
360	3004590	WPC Shutters 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	14.18	M2	3,683.64	52,234.02



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		(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: All necessary fittings including stainless steel butt hinges and necessary S.S screws are included). 30 mm thick				
370	3004591	AL Work for Partition Providing and fixing aluminium 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,	656.4	KG	419.53	2,75,379.49



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		bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium 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) : Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15				
380	3004592	AL Work for door,window,ventilator 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) Anodised aluminium (anodised transparent or	46.5	KG	507.29	23,588.99



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)				
390	3004593	Particle Board for AL Partition 12mm Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of Engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides	140.99	M2	945.25	1,33,270.80
400	3004594	4mm glass for AL Partition 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 .	53.46	M2	997.29	53,315.12



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		(Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 4.0 mm thickness				
410	3004595	5mm Glass for AL partition doors 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 5.00 mm thickness.	13.55	M2	1,275.64	17,284.92
420	3004596	AL Tower Bolts 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 : 300x10 mm	11	EA	110.25	1,212.75
430	3004597	AL Door Handles Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per	22	EA	56.14	1,235.08



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		IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 125 mm				
440	3004598	AL Hanging Floor Door stopper 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.	11	EA	33.56	369.16
450	3004599	Hudraulic Door closer Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	11	EA	833.18	9,164.98
460	3004600	Rain Water Pipes Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with	10	M	319.83	3,198.30



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		seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter				
470	3004601	Bend 87.5 110 mm Shoe for Rain water pip 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. Bend 87.5 110 mm Shoe	2	EA	127.42	254.84
480	3004602	Shoe (Plain) 110 mm Shoe for RW pipe 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. Shoe (Plain) 110 mm Shoe	2	EA	111.74	223.48



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
490	3004603	Roof Slab Waterproofing Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying: (a) after surface preparation, first layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm. (b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm. (c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around.	54	M2	583.81	31,525.74



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		(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.				
500	3004604	Brick tiles for roof waterproofing Providing and laying brick tiles over mummy roofs, grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement, over 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat: With common burnt clay F.P.S. (non modular) brick tiles of class designation 10	54	M2	514.75	27,796.50
510	3004605	European Water Closet 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	5	EA	5,521.65	27,608.25



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		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				
520	3004606	Toilet paper holder Providing and fixing approved quality paper holder fix on wall with rawl plugs all materials labours etc., all complete as directed by the Engineer-in-charge.C.P. brass	3	EA	681.1	2,043.30
530	3004607	Urinal Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :One urinal basin with 5 litre white P.V.C. automatic flushing cistern complete as per direction of Engineer	6	EA	5,304.03	31,824.18



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		In-Charge.				
540	3004608	Wash Basin 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: White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps.	5	EA	1,950.64	9,753.20
550	3004609	600mmx450mm Mirror Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws hard board backing complete as per direction of Engineer In-Charge.and washers complete.	5	EA	1,362.67	6,813.35
560	3004610	Towel Rail Providing and fixing PTMT TOWEL RAIL complete with brackets fixed to wooden cleats with CP brass screws with concealed fittings arrangement of approved quality and colour. 600mm long	7	EA	600.81	4,205.67



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		towel rail with total length of 645 mm, width 78 mm and effective height of 88 mm, weighting not less than 190 gms. complete as per direction of Engineer In-Charge.				
570	3004611	SS Kitchen Sink Providing and fixing Stainless Steel A ISI 304 (18/8) KITCHEN SINK Pantry unit of sufficient size with sandwich type of platform with one sink (Nirali Make) plumbing fixture plumbing fixture 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: 510x1040 mm bowl depth 200 mm complete as per direction of Engineer In-Charge.	1	EA	6,066.95	6,066.95
580	3004612	100mm HDPE Pipes Incl. fittings Providing and fixing High-density polyethylene (HDPE) pipes, including all HDPE pipes & fittings, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 100 mm	5	M	2,772.63	13,863.15



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		nominal inner dia Pipes.				
590	3004613	150mm HDPE Pipes incl. fittings Providing and fixing High-density polyethylene (HDPE) pipes, including all HDPE pipes & fittings, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 150 mm nominal inner dia Pipes.	20	M	5,781.95	1,15,639.00
600	3004614	25mm GM Gate Valve Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :25 mm nominal bore complete as per direction of Engineer In-Charge.	5	EA	527.46	2,637.30
610	3004615	15mm Brass Stop Cock Providing and fixing brass stop cock of approved design, quality and make 15mm NB complete as per direction of Engineer In-Charge.	20	EA	299.36	5,987.20
620	3004616	20mm Brass Stop Cock Providing and fixing brass stop cock of approved design, quality and make 20mm NB complete as per direction of Engineer In-Charge.	2	EA	321.36	642.72



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
630	3004617	15mm CPVC Pipes incl. fittings 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. 15 mm nominal outer dia Pipes	20	M	421.86	8,437.20
640	3004618	20mm CPVC pipes incl. fittings 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	40	M	455.59	18,223.60



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		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. 20 mm nominal outer dia Pipes				
650	3004619	25mm CPVC Pipes incl. fittings 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. 25 mm nominal outer dia Pipes	20	M	531.57	10,631.40



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
660	3004620	15mm Brass Bib cock Providing and fixing brass bib cock of approved quality: 15 mm nominal bore complete as per direction of Engineer In-Charge.	10	EA	299.36	2,993.60
670	3004621	0.5mm PCGI roofing sheet Providing and fixing precoated galvanized iron profile sheets (size, shape and pitch of corrogration as approved by Engineer In-charge) of total coated thickness 0.50mm (base metal of minimum 0.45mm thickness with total coating thickness of 0.05mm) with zinc coating 120grams per sqm as per IS: 277, in 240MPa Steel grade, 5- 7 micron epoxy primer on both sides of the sheet and the polyester top coat 15-18 microns. Sheets should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 metre or as desired by Engineer In-charge. The sheet shall be fixed using self drilling/ self tapping screws of size (5.5x55mm) with	240	M2	625.97	1,50,232.80



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		EPDM seal, complete up to any pitch horizontal, vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. Also including inserting the sheets into the side wall grooves and packing it using Cement Mortar 1:4 including the cost of all materials and labour.				
680	3004622	Vertical blinds Providing and fixing vertical blind of approved color and brand cost is including of supply of materials, fixing, labour charges, transportation all leads, lifts, taxes etc. complete at all height and levels complete as per direction of Engineer In-Charge.	32.4	M2	3,850.00	1,24,740.00
690	3004633	2x2 LED Fitting Supply of 2x2 LED Fitting, Minimum 24W its Installation in False Ceiling with hanging chain supports and Wiring for light point with 2.5 Sqmm FRLS Flexible PVC insulated copper conductor single core cable in PVC conduit with Double	40	EA	3,156.70	1,26,268.00



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		<p>Door 12 Way SPN DB and earthing Each LED fittings with 1.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wires as required. Each Row of LED fittings should have 1 MCB (1 Pole) control of suitable rating along with common ELCB for Lighting Circuit.</p> <p>Technical Details for LED Fittings</p> <p>1) Luminary Efficacy : Minimum 100 Lm/W</p> <p>2) Mounting : Recess - mounting</p> <p>3) Diffuser: High transmittance FULL diffuser for glare free uniform light distribution.</p> <p>4) IP : 20</p> <p>5) Driver should be inside the LED fitting.</p>				
700	3004634	Wall Mounting Fan Supply, Installation (In Wall) & Wiring of Wall Mounting Fan with 2.5Sqmm FRLS Flexible PVC insulated copper conductor single core cable in PVC conduit with modular switch, socket ,modular plate suitable GI Box and earthing the point with 1.5 Sqmm FRLS Flexible PVC insulated	20	EA	2,956.70	59,134.00



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		copper conductor single core wires as required. Wall Mounting Fan Technical Details: Input Power : 220-240VAC/50 Hz Blade Material : Plastic No. of Speed Setting 3 No. of Blades : 3 Sweep Size : 400 millimeter Motor Winding Material : Copper Speed: 1000-1500 RPM Color: White				
710	3004635	MCB Metal Enclosure Supply, Installation (In Wall) & Wiring of 20A, 2P, C Curv, MCB Metal Enclosure for Single Phase Air Conditioners with 6 Sqmm FRLS Flexible PVC insulated copper , 3 core cable in PVC conduit and earthing the point as required.	20	EA	3,418.30	68,366.00
720	3004636	Combined Box/Modular Box Supply, Installation (In Wall) & Wiring of 16A SS, Combined Box/Modular Box with (3 Socket & 3 Switches each 16A rating) with 4 Sqmm FRLS Flexible PVC insulated copper , 3 core cable in PVC conduit and earthing the point as required.	15	SET	3,300.00	49,500.00



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
730	3004637	<p>Wiring of modular furniture</p> <p>Supply of Modular Electrical system and wiring of the modular furniture with the following items with 8 Module in Single Row - 2 Nos and with 2.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wire as required and earthing the point.</p> <p>Item required for Sitting Arrangement of 1 PERSON (1SET)</p> <p>1) Modular Computer Jack (CAT 6) - 1 Module</p> <p>2) Modular Telephone Jack (RJ 11)- 1 Module</p> <p>3) Modular MCB 1 Pole, 10A - 1Nos</p> <p>4) Modular 3 Pin Socket, 5A - 5Nos</p> <p>5) Modular SP Switch, 10A - 1 No</p> <p>NOTE: Supply of Double Door 12 Way SPN DB for above modular electrification arrangement to be connected at Distribution Panel to be included.</p>	35	SET	1,128.30	39,490.50



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
740	3004638	<p>18-20W LED Batten and Installation Supply of 18-20W LED Batten its Installation in Ceiling and Wiring for light point with 1.5 Sqmm FRLS Flexible PVC insulated copper conductor single core wires in PVC conduit with and earthing the point with 1 Sqmm FRLS PVC Flexible insulated copper conductor single core wire as required.</p> <p>LED Batten Technical Details: Length of LED Batten (Nominal) (in mm): 1150 Minimum Lumen Efficay : 100lm/Watt Housing Material : Polycarbonate</p> <p>NOTE: 1 Circuit should have 3 LED Tubelight control. 3 LED Tubelight should have 1 Switch control of suitable rating. Switch Point for Ground Floor will be at 2 location. (Each locations 5 Switches)</p>	40	SET	1,163.30	46,532.00



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
750	3004639	100W LED Flood Light Supply, Installation and Commissioning of 100W LED Flood Light in the Walls outside the Building with 2.5 Sqmm FRLS Flexible PVC insulated copper conductor 3 core cable in PVC conduit with earthing the point as required. PVC Conduits to be fixed on the walls surface. NOTE: 1 Circuit should have 2 LED Flood light control with suitable 1P, MCB,6A	10	EA	5,348.30	53,483.00
760	3004640	600x600x3.15 mm Copper Plate electrode E Supply and Providing of conventional 600x600x3.15 mm Copper Plate electrode EARTHING. Providing the earth stations with necessary materials, labour,civil works, etc. as per Indian Standard specification IS:3043 or latest revision etc.The chamber size shall be 450x450 mm with CI Cover providing meshed funnel,spreading chalk/char coal , salt etc, completely as required.	4	EA	24,850.00	99,400.00



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770	3004641	EARTHING with earth electrode of 4.5mtr Supply and Providing of conventional EARTHING with earth electrode of 4.5mtr long 40mm dia G.I pipe (B class) with construction of brick trough, providing meshed funnel, CI cover and other civil Engineering works, spreading chalk/char coal , salt and bolt nut etc, completely as required. as per IS 3043 or latest revision.	4	EA	12,450.00	49,800.00
780	3004642	25 mm x 5 mm GI Strip for Body of LT Pan Supply and laying of (25 mm x 5 mm GI Strip for Body of LT Panels) following size GI strip including all fixing accessories for earth connection from earth electrode inside/outside the building with all necessary interconnections with earth station and equipments. The cost shall also include the supply & installation of Heat Shrinkable PVC black colored sleeves for earthing GI strip.	200	M	228.7	45,740.00



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790	3004643	400 Sqmm, XLPE, Al, Armoured UG cable Laying of 1.1kV, 3.5 Core, 400 Sqmm, XLPE, Al, Armoured UG cable direct in Ground. The rate shall include excavation of earth in all types of soil and backfilling including providing bricks and sand. (Cables are in BHEL scope)	100	M	546.7	54,670.00
800	3004644	End termination with brass double compression gland and Aluminium lugs for following size XLPE conductor cable of 1.1kV grade. 3.5C x 400 Sqmm Aluminium Cable (With Aluminium Lugs) as required.	6	SET	4,756.70	28,540.20
810	3004645	500 A LV Cable termination junction Design, fabrication, supply of 500 A LV Cable termination junction (Alu Bus Bar) box- Indoor Type. The box shall be suitable for 3 ph. 415 volts, AC, 4 wire system, fabricated out of 2 mm CRCA sheet with necessary MS Angle supports, cubical/	1	SET	7,773.30	7,773.30



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
		compartment construction. RAL7032 colour powder coating/ enamel paint finish. The bus bars shall be 50 x 10 mm Aluminium with RYB colour PVC Sleeves. Necessary angle with FRP/ DMC supports shall be provided. (For termination of 3.5C, Armoured, 400Sqmm incomer cables)				
820	3004646	400A, 4P,MCCB,36kA Supply, Installation & Commissioning of 400A, 4P,MCCB,36kA with suitable enclosure.	1	EA	35,123.30	35,123.30
830	3004647	erection and wiring of LED Street Light Supply, erection and wiring of LED Street Light 100W around building with Single Arm 6.5 Meter Height, Street Light Poles including base plate 250x250x12 and 4 Nos of foundation bolts M16x600 with 2 Pole 10 A MCB. Supply, laying and termination of 4 Sqmm 4C, Armoured, Copper cable. Fixing of poles with RCC footing of size 400x400 depth 750mm including cement	10	EA	26,591.70	2,65,917.00



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		concrete.Including Supply of 4P MCB Loop in Loop Out with IP 65 enclosure. Distance between the pole : 15				
840	3004648	6Way Double Door TPN DB with 63A, 4P,C C Supply, Installtion & Commissioning of 6Way Double Door TPN DB with 63A, 4P,C Curv Incomer MCB. Outgoing MCBs : 20A, SP,C Curv. (2 Nos for Air Conditioners and 1 No for 16A SS Points and 1 No for Lighting & Fans)	4	EA	8,556.70	34,226.80



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Sl No	service code	Brief Scope of work	Quantity	unit	Unit rate	Total item rate
850	3004649	<p>MAIN LT POWER DISTRIBUTION PANEL 415V,3P MAIN LT POWER DISTRIBUTION PANEL 415V,3Ph PANEL TECHNICAL DETAILS: Voltage Rating (AC): 415V \pm10% AC, 3Ph,4Wire. Frequency: 50Hz \pm1%. Incomer: Bottom Entry for 3.5 C, 400 Sqmm, Armoured Al Cable, 1 RUN. Outgoing: TOP Entry</p> <p>Bus bars shall be 50 x 10 mm Aluminium with RYB color PVC sleeves. Necessary angle with FRP/DMC supports shall be provided. 1)Busbar Material: High Conductivity Aluminium 2)Busbar Grade : E-91E/63401 WP as per IS:5082 3)Earth Bus & Size 50x6 mm² Aluminium (The Horizontal Earth bus shall project out of the panel and shall have at least Two holes for earth connections) METERING Panels should have metering facility for Voltage, Current &</p>	1	SET	1,89,633.30	1,89,633.30



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		<p>Power Consumption (kWh) - MFM to be provided.</p> <p>96Sqmm Analog Voltmeter (0-500V AC, CL 1.0 with VSS) ,</p> <p>96Sqmm Analog Ammeter (0-400A AC, CL 1.0 with CT Secondary 5A)</p> <p>RYB Indication Lamps with ON,OFF & TRIP Indication Lamps for Incomer and Outgoing.</p> <p>6A 3P TP MCB and Neutral Link</p> <p>Shrouding Material : Transparent Acrylic/ FRP Sheet</p> <p>Busbar I/C & O/G</p> <p>Insulating Sleeves: Heat Shrinkable PVC Insulated</p> <p>Color of Insulating Sleeves : R Phase-Red, Y Phase- Yellow, B Phase- Blue & Neutral- Black</p> <p>Sheet Thickness as follows:</p> <p>a) Load Bearing Members 2 mm CRCA</p> <p>b) Doors & Covers 2 mm CRCA</p> <p>c) Non-Load Bearing Members 2 mm CRCA</p> <p>d) Base Frame 3 mm CRCA (Min 120mm Height)</p> <p>e) Gland Plate 3 mm CRCA</p> <p>Minimum Clearance</p>				



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		between Vertical/Horizontal/Main Busbars & MCCB Bus Links a) Phase to Phase 25 MM b) Phase to Neutral 19 MM c) Phase to Earth 19 MM d) Neutral to Earth 19 MM INCOMER: 1) 400A, 4P,MCCB,36kA - 1 Nos OUTGOINGS FEEDERS: 1) LIGHTING FEEDER (100A,4P,MCCB,18kA) - 1Nos 2) Air Conditioners FEEDER (160A,4P,MCCB,18kA) - 1Nos 3) Plug Point FEEDER (100A,4P, MCCB,18kA) - 1Nos 4) SPARE FEEDER (100A,4P,MCCB,18kA) - 2Nos				

Note: 1.GST Extra applicable (on Total Quoted Price/Rate):.....% .
(To be indicated by bidder along with Techno Commercial Bid).

2.Bidders Quoted percentage (%) is applicable to each line item estimated rate to arrive Unit Rate.

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7.8 ANNEXURE- VIII, PPP-MII Format

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable
[to be submitted on the letter head of the issuer.]

Item Name : **“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”**

Enquiry No. : **TGPWCC0031**

Project: **“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”**

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.


In line with the provisions of the PPP-MII Order, We, M/s. [Enter the name of the Bidder] [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier **“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”** (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:


We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of, Date:

Authorized Signatory
(With Company Seal & Signature)

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Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.

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7.9 ANNEXURE -IX: DEVIATION SHEET

Sl No.	Volume	Part/Clause Sl no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL:

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per format for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.

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Annexure-D (i)

**(Compliance to be submitted in the bidder's letter head)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name :	“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”
Enquiry No. :	<u>TGPWCC0031</u>
Project :	“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”


We M/s. _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

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Annexure-D (ii)

**(Compliance to be submitted in the bidder's letter head)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017


Item Name :	“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”
Enquiry No. :	<u>TGPWCC0031</u>
Project :	“Modification of Learning Centre for converting as Centre of Excellence (COE) for TCAS (Kavach).”

We M/s. _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. **Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)
(Signature, date & seal of authorized representative of the bidder)

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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.”


Signature with company seal -

Name –

Company / Organization –


Designation within Company / Organization –

Address of Company / Organization –


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TENDER DOCUMENT
PART – A
VOLUME - II


1.	INSTRUCTION TO BIDDER
2.	EARNEST MONEY DEPOSIT (EMD):
3.	SECURITY DEPOSIT (SD) :
4.	NON DISCLOSURE AGREEMENT
5.	CONFIDENTIALITY
6.	STATUTORY REQUIREMENTS
7.	PERIOD OF CONTRACT
8.	FAILURE TO COMPLY WITH CONTRACT
9.	SUB-CONTRACTING
10.	LAWS GOVERNING THE CONTRACT
11.	LEGAL JURISDICTION:
12.	ARBITRATION & CONCILIATION:
13.	COMPENSATION:
14.	PENALTY/ LD FOR DELAYED DELIVERY
15.	REVERSE AUCTION
16.	CONCILIATION CLAUSE – Annexure IA
17.	MAKE IN INDIA CLAUSE
18.	FORMATS

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1.	INSTRUCTION TO BIDDER
1.1.	<p>Tender is a two-part bid system. The tender documents consist of Part - A and Part - B as detailed below:</p> <ol style="list-style-type: none"> Part 'A': Techno-commercial Bid duly sealed and signed to be uploaded at the web-portal (https://eprocurebhel.co.in) on or before the due date. Part 'B': Price Bid to be quoted in prescribed format available on web portal (https://eprocurebhel.co.in) on or before the due date.
1.2.	<p>Envelope 1: Techno-Commercial Offer</p> <ol style="list-style-type: none"> Documents to be uploaded at NIC web portal (https://eprocurebhel.co.in): <ol style="list-style-type: none"> Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) at the space provided. Duly completed tender documents volume I&II(Part-A) sign and Sealed. Each and every page of tender documents should be sealed signed. Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT. Any other documents as per Tender requirements. Each and every page of tender documents should be sealed & signed by the tenderer Any other documents as per Tender requirements. The tenderer shall not indicate the price or rate in this Envelope. <p>Envelope 2: Part 'B': Online Price-Bid.</p> <ol style="list-style-type: none"> To be submitted online at NIC web portal (https://eprocurebhel.co.in)
1.3.	<p>The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.</p>
1.4.	<p>The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.</p>
1.5.	<p>The tender forms duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected.</p>

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	However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
1.6.	The tenderer should submit the tender documents intact without detaching any page or pages
1.7.	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
1.8.	Tender documents consisting of Part 'A' Volume I & II duly sealed and signed and Part 'B' shall be uploaded duly on or before the said Date and Time. Part 'A' Volume I & II of tender form i.e. PQR and Techno-commercial Bid will be opened on specified Tender Due Date and Time. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to participate in R.A.
1.9.	BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
1.10.	PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
1.11.	Contractor to ensure payment of Minimum Wages payable as per statutory provisions of the Appropriate Govt.
1.12.	VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)
1.13.	The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.
1.14.	BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
1.15.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
1.16.	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
1.17.	Tender document should be complete in all respects.
1.18.	Successful tenderers shall enter into an Agreement on a non-judicial stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Proforma given by BHEL.

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1.19.	The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.
1.20.	Tenders not submitted in the prescribed forms are liable for rejection.
1.21.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.22.	If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
1.23.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.24.	Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.
1.25.	Benefit (including Turn Over and experience criteria) for MSME / NSIC bidders not available in this contract.
1.26.	Start-up companies will be provided benefits and relaxation as per the latest Government norms. For availing the start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal trade shall be submitted along with the tender
1.27.	Evaluation of Bids
1.28.	Techno-Commercial Bid & PQR: The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening.
1.29.	Evaluation of Price-Bids: Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid minus tax credit, if, any)
1.30.	Compensation to Contractor No compensation to contractor shall be given for prior completion/ early closure or any negative/ positive variation in contract value.
2.0	EARNEST MONEY DEPOSIT (EMD): Applicable.
2.1	Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit as indicated in the NIT (Ref. General Information-Vol-I) is to be submitted along with tender documents
2.2	Modes of deposit: The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

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	<p>(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>(iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)</p> <p>(iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</p> <p>(v) Insurance Surety Bonds</p> <p>In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.</p>
2.3	<p>Forfeiture of EMD: EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <p>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.</p> <p>ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p>
2.4	<p>EMD given by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of award of work.</p>
2.5	<p>EMD shall not carry any interest.</p>
2.6	<p>EMD of successful tenderer will be retained as part of Security Deposit.</p>
3.0	<p>SECURITY DEPOSIT (SD): Applicable</p>
3.1	<p>Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract and be treated as a performance security.</p>
3.2	<p>The total amount of Security Deposit will be 10 % of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p>
3.3	<p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of 10% of the contract value may be accepted in the following forms:</p> <p>i. Cash (as permissible under the extant Income Tax Act)</p> <p>ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL</p> <p>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</p> <p>iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial</p>

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	<p>Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</p> <p>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)</p> <p>vi. Insurance Surety Bonds (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>
3.4	<p>Collection of Security: At least 50% of the required Security Deposit, including the EMD should be submitted before start of the work. Balance of the Security Deposit can be submitted by way of 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 submitted. 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. 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.</p> <p>Note: 50% of the Security Deposit shall be submitted before start of the work or 14 days from contract date whichever is later. The interest period shall start after the lapse of above period as per applicable rates)</p>
3.5	<p>Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.</p>
3.6	<p>The Security Deposit shall not carry any interest.</p>
3.7	<p>Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. 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.</p>
4.	<p>NON-DISCLOSURE AGREEMENT. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.</p>

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5.	CONFIDENTIALITY: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
6.	STATUTORY REQUIREMENTS:
6.1.	While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.
6.2.	The tenderer will be required to comply with all the statutory provisions such as Minimum Wages prevailing at the time of payment or arrears thereof Bonus, PF, EDLI, ESI, Applicable Tax, declared Holidays, leave, etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.
6.3.	The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979, Employees Compensation Act (...), Maternity Benefit Act 1961, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
6.4.	The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
6.5.	The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
6.6.	The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.
6.7.	The Income tax as applicable will be deducted from the bill of the contractor.
6.8.	Each contractor will be required to maintain the daily attendance of his labors in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
6.9.	The contractor will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers
6.10.	The contractor will have to extend paid National Holidays and Festival

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	Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
6.11.	COMPLAINCE WITH BOCW ACT: The contractor shall get registered and comply with the provisions of BOCW Act along with the allied rules and pay cess as per Cess Act along with allied rules. As applicable. The contractor shall also indemnify BHEL from all consequences/liabilities / penalties in case of non-compliance of the provisions of BOCW Act along with the allied rules and cess act.
7.	<u>PERIOD OF CONTRACT</u>
7.1.	Duration of contract is as mentioned in the General Information of NIT
8.	<u>FAILURE TO COMPLY WITH CONTRACT</u>
8.1.	Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
8.2.	In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.
8.3.	<u>BREACH OF CONTRACT</u> In case of breach of contract, recovery of an amount 10% of the contract value shall be levied by BHEL. The value of security instruments like Bank guarantees (BG) (in any) or Security deposits (in any) etc. available with BHEL against the said contract, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other Dues available with BHEL (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal action against contractor shall be taken. Above is in addition to levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per the contract. The following sequence shall be applicable for recoveries from contractor/supplier, who has breached the contract: a) Dues available in the form of Bills payable to contractor/ supplier, Security deposits, Bank Guarantees against the same contract in BHEL SBD. b) Dues payable to contractor/ supplier against other contracts in BHEL SBD or any other units/regions of BHEL shall be considered for recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier. iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against

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	contractor/supplier.
9.	<u>SUB-CONTRACTING</u>
9.1.	The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.
10.	<u>LAWS GOVERNING THE CONTRACT</u>
10.1.	The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
10.2.	All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
10.3.	All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.
11.	<u>LEGAL JURISDICTION:</u>
11.1.	In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL – SBD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction.
11.2.	<u>CARTEL FORMATION:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
12.	<u>ARBITRATION & CONCILIATION:</u>
12.1.	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Solar Business Division.
12.2.	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties
12.3.	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bengaluru.

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12.4.	The cost of arbitration shall be borne as per the award of the Arbitrator.
12.5.	Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
12.6.	Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
13.	COMPENSATION:
13.1.	<p>“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 detailed below.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p> <p>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.</p> <p>c) Compensation in respect of each of the victims:</p> <p>(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)</p> <p>(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)</p> <p>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee’s Compensation Act, 1923.”</p>
14	PENALTY/ LD FOR DELAYED DELIVERY: LD/Penalty is applicable for delay delivery as per GCC applicable clause.
15	REVERSE AUCTION- Terms and conditions “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. <ul style="list-style-type: none"> • Start price for RA to be L1 of e-bid envelope price bids. • Minimum 2 Techno-commercially qualified bidders are required to conduct RA. • In case of two or three techno-commercially qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid).

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	<ul style="list-style-type: none"> • In case of four qualified bidders, H1 bidder to be eliminated whereas in case of five qualified bidders, H1 and H2 bidders are to be eliminated. • Wherever six or more techno-commercially qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of techno-commercially qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualifying under PPP-MII Order, 2017. <p>Bidders have to submit 'Process compliance form' (to the designated service provider) in the Reverse Auction. Non submission of 'Process compliance form' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)." Start price in the REVERSE AUCTION shall be as per Clauses mentioned below. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activities.</p>
16	CONCILIATION CLAUSE – Annexure IA
17	MAKE IN INDIA CLAUSE
	<p>I. 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 WO against this NIT.</p> <p>ii. 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 .</p>
18	FORMATS
18.1	Third Party Non-Disclosure Agreement (NDA) format
18.2	EFT Format
18.3	DELETED
19	BHEL GCC (enclosed – refer -Buyer Added Bid Specific SLA). In case of any conflict between the BHEL General Conditions of Contract and NIT/Tender Terms, provisions contained in the NIT/Tender terms shall prevail. Also BHEL GCC shall prevail over GeM SLA and GeM General Terms and Conditions.
20	GOODS & SERVICE TAX (GST) REGISTRATION &

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	COMPLIANCE
	<p>A. Response to tenders for indigenous supplier will be entertained only if the vendor has a valid GST registration number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.</p> <p>B. Supplier shall mention their GSTIN in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like sap invoice no, commercial invoice no etc., then the invoice no. Which is linked/uploaded in GSTN network shall be clearly indicated), billed to party (with GSTIN) & shipped to party details, item description as per po, quantity, rate, value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC code, place of supply etc.</p> <p>C. All invoices shall bear the HSN code for each item separately (harmonized system of nomenclature)/ sac code (services accounting code).</p> <p>D. Invoices will be processed only upon completion of statutory requirement and further subject to following: a. Vendor declaring such invoice in form GST anx-1 b. Receipt of goods or services and tax invoice by BHEL</p> <p>E. As the continuous uploading of tax invoices in GSTN portal (in GST anx-1) is available for all (i.e. Both small & large) tax payers under proposed new GST return system, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL'S GST anx-2).</p> <p>F. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <p>G. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST department (form pmt-08 or form GST ret-01 to be submitted) within stipulated time, then GST paid</p>

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	<p>on the invoices pertaining to the month for which GST return not fled by the vendor will be recovered from the vendor along with the applicable interest (currently 24% P.A) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor</p> <p>H. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>I. Where any GST liability arising on BHEL under reverse charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with interest, then such interest payable or paid shall be recovered from the vendor.</p> <p>GST TDS will be deducted as per section 51 of CGST act 2017 and in line with notification 50/2018 – central tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor</p>
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Format for E-payment

To:

AGM (Finance)

BHEL-EPD/ Bengaluru

Opp. Indian Institute of Science

Prof. CNR Rao Circle

Bengaluru – 560093

Subject: E-payments vide RTGS/ NEFT.

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number :

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Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch RTGS IFSC code :


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Bank Branch NEFT IFSC code :

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Your E-mail address :

Name of the Authorized Signatory :

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Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,


For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that he account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.

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Bank Detail (For EMD/SD submission as applicable):

**Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle
Malleswaram Bengaluru-560012**

1	Name of the Beneficiary:	Bharat Heavy Electricals Limited
2	Name of the Bank & Branch:	IDBI Bank Limited, Trade Finance
3	Address of the Branch:	Trade Finance IDBI House, 58, 1 st Floor, Mission road, Bengaluru-560027
4	Bank Telephone No:	080-2227 9576
5	NEFT IFSC code	IBKL0000377
6	Account Type:	Current
7	Account No.	008103000003605
8	RTGS IFSC code:	IBKL0000377

QR-CODE for EMD/SD Submission



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SITE INSPECTION CERTIFICATE

Ref.

Date:


This is to Certify that, I / We M/s
..... had inspected the proposed site
for “**Modification of Learning Centre for converting as Centre of Excellence (COE)
for TCAS (Kavach)**”.site thoroughly and understood the scope of works to be carried
out in line with the drawings/designs/data/Bill of quantities/schedule of items /
specifications as brought out in the Tender as desired by BHEL and as will be required
during the execution of the work at site.

Signature of BHEL Representative with Seal

Signature of the contractor

Name:

Seal:

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THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.


I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.


Dated at....., this.....day of20 .

Name

Company

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Signature


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ANNEXURE IA:

MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018.


BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
2. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
3. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the

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Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

6. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
7. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
8. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
9. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
10. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
11. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
12. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date

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of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

13. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
14. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
15. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
18. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial

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- proceedings initiated by the concerned Party in regard to such settled issues.
20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
21. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
22. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be

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		paid on the,Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation	As per entitlement of equivalent officer (pay scale wise) in BHEL
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class
5	Venue meeting for	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

23. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
24. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
25. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
26. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of

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para 22 hereinabove.

27. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
28. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
29. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
30. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
31. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily

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for the purpose of preserving rights including preventing expiry of period of limitation.

33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 5 to BHEL Conciliation Scheme, 2018


**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

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FORMAT-7

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR
REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY BHEL

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:


Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.


Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) Volume II Revision No. 00	<u>TENDER NO.</u> <u>TGPWCC0031</u>
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Thanking
you Yours
faithfully
Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) Volume II Revision No. 00	<u>TENDER NO. TGPWCC0031</u>
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FORMAT-8 **FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:


Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.


We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully
Representative of the Stakeholder

	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) Volume II Revision No. 00	<u>TENDER NO.</u> <u>TGPWCC0031</u>
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Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) Volume II Revision No. 00	<u>TENDER NO.</u> <u>TGPWCC0031</u>
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FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC

Ref: ContractNo/MoU/Agreement/LOI/LOA& date _____. Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract

...../MoU/Agreement/LOI/LOA, if

possible. Name and contact details of

Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



GENERAL CONDITIONS OF CONTRACT

**SOLAR BUSINESS DIVISION
BHARAT HEAVY ELECTRICALS LIMITED**
(A Govt. of India Undertaking)
PROF. CNR RAO CIRCLE, IISc POST
MALLESHWARAM
BENGALURU - 560012



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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) The General Conditions 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 in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages

ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.

iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. **LANGUAGE**

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 **PRICE DISCREPANCY:**

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

vi) *In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.*

1.4.2 Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered. ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/ Commissions of Govt of India shall not be considered.

1.5. EVALUATION OF BIDS

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation

ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

1.6. DATA TO BE ENCLOSED

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.



iii) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN, GSTIN and place & nature of business to be furnished. iv)

IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.

v) IN CASE OF 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.

1.7. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly 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 the tenders

1.8. EARNEST MONEY DEPOSIT

1.8.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect/RTGS (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

1.8.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her 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.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means.*

1.8.3 EMD shall not carry any interest.

1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.8.5 EMD of successful tenderer will be converted as part of Security Deposit

1.9. **SECURITY DEPOSIT**

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, 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 I contract, from the bills along with due interest "

The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.9.1 Modes of Security deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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

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

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) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. 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. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

1.9.2 The Security Deposit shall not carry any interest.

1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.10. REFUND OF SECURITY DEPOSIT

50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.

1.10.1 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.

1.11. BANK GUARANTEES

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

i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. ii) The Bank Guarantees shall be as per prescribed BHEL formats.

iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL



- v) *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.*
- vi) *Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.*
- vii) *The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*

1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 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.*

1.14.2 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.

1.14.3 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. The decision of BHEL will be final in this regard.

1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited

discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.15 BHEL Fraud Prevention Policy:

The bidder along with its associate/ collaborators/sub-contractors/ Sub-Vendors/ Consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

CHAPTER-2

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in SOLAR BUSINESS DIVISION, Prof. CNR Rao Circle, IISc Post, Malleshwaram, BENGALURU - 560012
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by 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. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers

- v) *"SITE" shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.*
- vi) *"CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.*
- vii) *"CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.*
- viii) *"CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Work Order, Contract Agreement, 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/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 accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.*
- ix) *"GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.*
- x) *"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum's, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.*
- xi) *"LETTER OF INTENT" shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.*
- xii) *"COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.*
- xiii) *"PLANT" shall mean and connote the entire assembly of the plant and equipment's covered by the contract.*



- xiv) *"EQUIPMENT" shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.*
- xv) *"TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.*
- xvi) *"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.*
- xvii) *"WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.*
- xviii) *"SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.*
- xix) *"HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.*
- xx) *"MONTH" shall mean calendar month unless otherwise specified in the Tender.*
- xxi) *Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A week shall mean continuous period of seven (7) days.*
- xxii) *"COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.*
- xxiii) *"WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.*
- xxiv) *"TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.*
- xxv) *'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum including applicable taxes mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained*



xxvi) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender

xxvii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor

xxviii) "TERMINATION" of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bengaluru, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract

2.3 ISSUE OF NOTICE

2.3.1 Service of notice on contractor: Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post/ FAX / Email to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.4.1 STORES AND MATERIALS:

The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

Contractor is responsible for safe & secure storage of above material.

2.4.2 PATENT RIGHTS:

The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.

In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.

2.4.3 WATER:

The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.

In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.

2.4.4 TEMPORARY WORKSHOPS, STORES ETC.:

The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-incharge.

2.5 COMMENCEMENT OF WORK

2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.

2.5.2 The contractor shall commence the work within seven (07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.

2.5.3 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.

2.5.4 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer.

The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 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.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

2.6.8 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.

2.6.9 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.

2.6.10 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.

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. 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. The Final Bill shall be prepared and paid within a reasonable time after completion of work.



2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 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.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of: -

i) Contractor's continued poor progress

ii) Withdrawal from or abandonment of the work before completion of the work iii)

Contractor's inability to progress the work for completion as stipulated in the contract

iv) Poor quality of work

v) Corrupt act of Contractor

vi) Insolvency of the Contractor

vii) Persistent disregard to the instructions of BHEL

viii) Assignment, transfer, sub-letting of contract without BHEL's written permission

ix) Non fulfilment of any contractual obligations / non-compliance of statutory requirements

x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under SI.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. BHEL shall levy overheads of 35% on all such payments.

2.7.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value.

2.7.9 LIQUIDATED DAMAGES/PENALTY

COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:

- Completion period (as originally stipulated) not exceeding 6 months.@ 1 percent per week
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week
- Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- Completion period (as originally stipulated) not exceeding 6 months.@ 10 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 2 years.....@ 5 percent of anticipated value of work

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill

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

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

2.8.1 *The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.*

2.8.2 *The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 1974, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as*

issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

The contractor shall produce the following registers and forms:

- Form XIII- Register of work men employed by contractor(Rule 75)
- Form XIV- Employment Card issued by contractor(Rule 76)
- Form XVI- Muster Roll (Rule 78(1) (a)(i))
- Form XVII- Register of Wages (Rule 78(1) (a)(i))
- Form XVIII- Register of wages cum Muster Roll(in case of weekly payment)
- Form XIX- Wage slip (Rule 78(b))
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))
- Form XXI- Register of files Rule 78(1) (a)(ii))
- Form XXII- Register of Advance Rule 78(1) (a)(ii)) x Form XXIII- Register of Overtime Rule 78(1) (a)(iii))
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))

2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer

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

2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

2.8.6 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.9 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.

2.8.10 All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.

2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor

2.8.12 Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.8.13 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.14 All safety rules and codes applied by the Client/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 with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. 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. The contractor shall arrange for such safety devices 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. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

2.8.16 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.17 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.18 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.

2.8.19 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

2.8.20 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. If the work is executed in Factory premises, no hutment will be allowed.

2.8.21 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

2.8.22 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools, plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 SITE DRAINAGE: All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineering-charge and at Contractors expense.

2.8.25 INSPECTION OF THE WORK: BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

- i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:
- ii. Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess (plus or minus)
- iii. If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.

2.9 PROGRESS MONITORING, MONTHLY/ WEEKLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by month/ week wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.

2.9.2 Monthly/ weekly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall

be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

2.10 TIME OF COMPLETION

2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 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 under clause 2.11

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 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.

2.11.2 Based on the monthly reviews jointly signed, 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 backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 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 and cost of contractor.

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program

2.11.6 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 time 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.

2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)

2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.

2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.

2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.12.4 Payment of ORC shall be regulated as follows:

- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
- ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
- iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities
- iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose, executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis

2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

2.13 **QUANTITY VARIATION**

2.13.1 *The quoted rates shall remain firm irrespective of any variations in the individual quantities.*

2.14 **EXTRA WORKS**

2.14.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to 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.

2.14.2 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.

2.14.3 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.

2.14.4 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

2.14.5 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 manhour 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 as per applicable minimum wage act

2.14.6 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 extra works.

2.14.7 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 applicable updated CPWD-DSR (or latest edition) with applicable escalation derived, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

ii) PVC and ORC will not applicable be for (i) above.

2.15 **SUPPLEMENTARY ITEMS**

2.15.1 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

2.15.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14

- ii) *Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13*
- iii) *BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.* iv) *PVC and ORC will not be applicable for (i) above.*

2.16 STRIKES & LOCKOUT

2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%

2.16.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

2.17 FORCE MAJEURE

The following shall amount to Force Majeure: -

2.17.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.17.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined 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 immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.18 ARBITRATION & RECONCILIATION

2.18.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory

modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

2.18.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.18.3 The cost of arbitration shall be borne equally by the parties.

2.18.4 Work under the contract shall be continued during the arbitration proceedings

2.19 PAYMENTS

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

2.19.1 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 Tender documents along with relevant statutory documents applicable for the work.

iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract

iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. 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. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for

the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

2.19.2 Final Bill

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

- i) *'No Claim Certificate'* by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour 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

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee 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, without prejudice to any other rights and recover the same from the balance security deposit.

2.20.2 BHEL shall release the balance security deposit subject to the following

- i) Contractor has submitted *'Final Bill'*
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished *'No Claim Certificate'* in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the *'No Demand Certificate'* in specified format

v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

2.21 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.

2.22 REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

2.23 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

2.24 OTHER ISSUES

2.24.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.

2.24.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.24.3 Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.

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