



BHARAT HEAVY ELECTRICALS LIMITED
BHEL House, Siri Fort, New Delhi

Tender for Preparation of Engineering Design, Documents Drawings and consultancy services for civil, structural, electrical, plumbing & sanitary, fire systems, air-conditioning & ventilation systems, landscaping, furniture etc and other related infrastructural works including soil investigation & survey works for Construction of New Building with green building features at BHEL Complex, Sector 16-A, NOIDA (U.P)

Tender enquiry No: BHE/AA/ GAX/ 12/ NB-AR/ 011

SECTION III

SPECIAL CONDITIONS OF CONTRACT

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

SECTION III
SPECIAL CONDITIONS OF CONTRACT (SCC)

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SECTION - III

PART – A

SPECIAL TERMS AND CONDITIONS

1.0 INTRODUCTION

The terms and conditions mentioned in this section are in addition to what are stated in Section – II (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section - II and those specified in this Section- III, the terms and conditions of this Section–3 shall prevail.

2.0 SITE LOCATION

Bharat Heavy Electricals Ltd. is setting up a new multistory office complex at sector-16A, Noida UP, for it's staff along with other utilities. New facility will be located adjacent to the existing HRDI & PPEI buildings of BHEL. The site area is about 10 Acre. The site location is about 16 Kms from New Delhi Railway Station. The nearest Airport is at Delhi (IGI)

3.0 SCOPE OF WORK

- 3.1 The scope of work consists of preparation of conceptual design, drawings with atleast two options for presentation to higher management. The drawings should be presented both in soft and hard copies along with 3D views as per latest architectural software designs. After acceptance of conceptual design, contractor shall submit the final design documents and drawings for all areas of the work and providing assistance during project execution. The design work shall include architectural, civil, structural, electrical, ventilation, plumbing, sanitary, landscaping and other related works required for construction of the complete plant and conducting geo-technical investigation and topographical survey of plant and township. Based on the documents prepared by the Contractor, BHEL will issue separate tender(s) for appointment of construction Contractors.
- 3.2 The broad scope of work of consultant shall be:
 - 3.2.1 Package-Wise detailed estimates for DPR/ budgetary approval, submission of technical specifications, De-packaging, Field Quality plan, bill of quantities and estimates for floating works tenders.
 - 3.2.2 Soil investigation and topographical survey and submission of soil report along with (in tandem) preparation, submission of drawing, documents and obtaining provisional NOCs/ clearance from statutory authorities.
 - 3.2.3 Complete engineering and submission of all design, drawings for building and campus development in phases based on priority

- 3.2.4 Site quality supervision, visits to site and Delhi office for liquidation of queries.
- 3.2.5 Obtaining final NOCs from govt. authorities, work completion certificate from Noida, obtaining GRIHA rating etc.
- 3.2.6 Submission of as built drawings.
- 3.3 The detailed scope of work shall be: Engineering Design, Documents Drawings and consultancy services for civil, structural, electrical, IT/ communication, networking, plumbing & sanitary, fire systems, air-conditioning & ventilation systems, landscaping etc and other related infrastructural works including detailed estimation, de-packaging , preparing tender specifications and bill of quantities (BOQ), interiors and furniture layout / detailing , landscaping, soil investigation & survey works, all statutory clearances for the following buildings on BHEL land . **The land (plot No 25, sector-16A, Noida) measuring approx. 42474 Sq M is having existing useful constructed floor area of approx. 12500 sq m. and was allotted under ‘institutional’ category to BHEL in July’1984.** Bidder must ensure that proposed new building construction can be commenced in terms of prevailing by-laws of NOIDA on the said allotted land to BHEL as per “land use” prescribed. A line of confirmation shall required to be submitted by the bidder before start of services as per tender towards first activity of the contract (refer price schedule stage 1(a) of the price bid format). In the absence of such confirmation the contract shall be short closed in accordance with the NIT clause no. 15(a) . The proposed buildings / services to be constructed are:
- Multi-Storey / High-Rise New building with Green building features (no. of floors to meet FAR requirements, ground cover as per NOIDA byelaws. The building shall be regarded as prestigious signature tower of BHEL and a landmark construction with all modern building features.
 - Multilevel basement car parking with all required services / facilities
 - Two additional floors over existing PPEI (PEM) building and southern annexe floors
 - Shifting of temporary offices on fast track basis (MPL/PEM, Canteen kitchen, PMX/PS-NR, pump house etc as per survey data) towards enabling works
 - New services/ utility buildings for the New building
 - Augmentation of existing utilities at the campus.
 - HT/ LT Substation/ switchyard, distribution system as required.
 - Face lifting of the campus e.g landscaping, boundary wall, signature gate house with ATM and any other infrastructure facility required for successful completion of work .
 - Any other infrastructural work/ services or any other public utility building required within the campus/ BHEL premises/ BHEL land at Noida as per requirement or instructed by BHEL for successful completion of the work in tender.
- 3.4 The specific technical requirements for work to be executed under this Contract shall be as per Section V. **The applicability of specifications shall be limited to the scope of works only as specified in the BOQ and technical specifications.**
- 3.5 The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a

whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.

The sequence of submission of various documents as per scope of work is as follows:

- 3.5.1 Submission of detailed study of the proposed site and prepare conceptual design with atleast two options alongwith preliminary layout plan and elevation drawings. The design must be prepared in consultation with GRIHA accredited professional in order to obtain GRIHA three star (minimum) rating and aiming upto GRIHA four star rating for the new building. Approval of conceptual design with preliminary layout plan and elevation drawings by BHEL. Tenderer may be asked to submit documents to Leadership in Energy and Environmental Design (LEED-INDIA) for obtaining LEED- platinum rating for the New building and two additional floors on PPEI building along with southern annex.
- 3.5.2. Submission of detailed drawings ensuring compliance with codes, standards and legislation, applicable. Review of the proposed design details prepared by individual design consultants (e.g architect, landscape-architect, electrical, HVAC & plumbing consultant etc) and to provide continuous assistance or support to individual design team in order to achieve maximum points under GRIHA. The deliverable of this service are design recommendations & guidelines in form of presentations, reports & drawings to enable the design team & project management team to develop a sustainable building design as per the GRIHA norm. This service also includes GRIHA documentation, i.e collection, compilation & preparation of filled in-templates in close co-ordination with the design & project management team to submit complete compliance documents as required by GRIHA secretariat in order to get the desired rating. Scope further includes approval of detailed drawing by BHEL before it's submission to GRIHA secretariat or otherwise. The scope of services of the consultancy services shall broadly consist of sustainable site planning, sustainable building design, energy performance optimization, renewable energy utilization, low energy building material & construction technology, water, waste-water & solid waste management, health – well being & environmental quality & finally GRIHA documentation in terms of GRIHA manual.
- 3.5.3. Submission of all required documents to those statutory authorities. from which approvals is required as per rule position, for undertaking the proposed Construction of BHEL Corporate office at Sec- 16 Noida
- 3.5.4. Obtaining approvals from those statutory authorities (such as UPPCL, UPSIDC, EIA, Aviation, NOIDA, CPCB, Fire, GRIHA etc.) from which approval is required as per rule position, for undertaking the proposed Construction of BHEL new building at Sec- 16A, Noida. The changes marked by the statutory authorities while

- approving the drawings / granting NOC shall be suitably incorporated by the contractor in his design/ drawing.
- 3.5.5. Submission of schedule of quantities, along with measurement sheet and detailed specification. Submission of detailed estimate based on latest DSR. For non-scheduled items, submission of rate analysis duly supported by latest budgetary offer. Submission of all required documents for tendering for the award of work to contractor(s) as per BHEL policy. Approval of estimate/budget by BHEL.
 - 3.5.6. Submission of detailed working/construction drawings for proper execution of works. Approval of working/construction drawings by BHEL
 - 3.5.7. Verification of samples of various materials. Verification of shop drawings submitted by the vendors.
- 3.6 The scope of work also consists of preparation of designs, documents and drawings for all areas of the plant and providing assistance during project execution. The design work shall include architectural, civil, structural, electrical, ventilation, plumbing, air-conditioning, fire systems , sewage disposal, land development, landscaping, drainage ,rain water harvesting and other related infrastructural works required for construction of the complete plant and township. Based on the documents prepared by the Contractor, BHEL will issue separate tender(s) for appointment of construction contractors.
- 3.7 The work shall include submission of technical specifications, working & design philosophy, planning drawings, field quality plan, bill of quantities, de-packaging, detailed estimates of various packages as per de-packaging list to be floated for works tender based upon latest schedules e.g DSR/UP PWD or non-schedule items as per latest trends of factory and township construction , preparation and approval of designs and drawings from IITs and arranged by the bidder . Work to also include submission of a comprehensive design and drawing submittal list, Plot master plan, General Arrangement (GA) & Reinforced Concrete (RC) and structural detailed drawings, architectural details, preparation of composite layout of plot ,electrical layout for cable trenches and lighting poles, earthing layout, finishing schedule, room book , single line diagrams for electrical, water supply, sewage, fire etc etc ,functional drawings and mechanical & electrical arrangement drawings etc. and submission of as-built drawings after work completion. . Scope to also include visits to site and BHEL's Delhi office as and when required by BHEL and also to supervise the daily field quality control at site as per CVC guidelines and latest CPWD manual , signing of log sheets as per FQP (field quality plan) and scope also covers preparations of statutory submittals required for obtaining NOC from local authorities and Govt. bodies as per Govt. directives and law in force e.g town & country planning, local municipal authority, NOIDA, urban development ministry, UPSIDC, environment ministry, fire department, UPPCL, CPCB, Fire deptt., Aviation ministry , Lifts and GRIHA rating etc **(Statutory fee as per demand note/ receipt challan of Govt. body shall be paid by BHEL unless otherwise mentioned in the tender specifically).**

3.8 COMPLETION CERTIFICATES/ NOC FROM LOCAL STATUTORY BODIES

Tenderer has to arrange at his own cost to obtain building/ work completion certificates, NOCs to be obtained from the local statutory bodies. However, any fees required for obtaining such NOCs shall be paid by BHEL on production of relevant depository challans/ receipts from such statutory agencies or Govt. authorities. However, all fees, charges incurred for vetting of civil structural design and supervision and vetting of soil report at IIT is to be borne by the tenderer.

Tenderer shall also arrange for Green Rating for Integrated Habitat assessment (GRIHA) audit and obtain GRIHA rating certificate for the building as per Ministry of New and renewable energy (MNRE) directives. However, all fees, charges to obtain GRIHA/ LEED certification is to be borne by the tenderer.

3.9 The scope of work of soil investigation covers execution of soil investigation under supervision and instructions of IIT officials (arranged by the bidder) and soil testing report/ recommendations to be accepted and approved by IIT

i). The work shall include:

a) Preparation of Technical Specifications including bill of quantities (BOQ):

These documents shall be self-sufficient and shall clearly indicate the scope of work, material make and work specifications, method of measurements, specific technical requirements etc. and a detailed Bill of Quantities (BOQ) i.e. various items of work required to be executed and their quantities. The quantities indicated in the BOQ shall be reasonably accurate.

Based on these Technical Specifications and BOQ, BHEL will issue tenders for appointment of construction contractors.

b) Detail Design, preparation of design documents & drawings:

The Contractor shall perform all engineering and consultancy services required for detailed design and preparation of drawings and documents.

The detailed design shall include, but not limited to:

A. Verification of all data, criteria and information contained in the contract documents.

- B. Generation of all data, criteria and information required for the completion of work including liaison with BHEL.
- C. Preparation of single line diagrams (wherever applicable) and design of all systems.
- D. Stress analysis of all structures and structural components including their foundation. Design to be done keeping seismic criterion as per latest code of practice
- E. Preparation of all construction drawings required for the complete execution of the works, material selection and material take-off. Sufficient detailing shall be done in all drawings so that the contractor faces no difficulty during construction.
- F. Preparation of technical specification of equipments.
- G. Preparation of Bar Bending schedule for civil works.
- H. Preparation of bill of material (BOM) for supply items.
- I. Preparation of Field Quality Plan.(FQP)
- J. Any other item not specifically covered above but required for completion & proper functioning of the project shall be deemed to form part of scope.

c) Co-ordination with the construction contractors.

d) Visits to site and BHEL Office.

- ii). The Contractor will be required to depute their quality engineers to site, laboratory assistant for lab testing and site sample collection and sample sealing foreman, meson etc during contract period and depute experts to BHEL's office at New Delhi and site for any clarification and technical supervision etc. The Contractor's finally quoted rates shall include these visits and manpower deployment at site as per BHEL's requirement in the interest of work & even during short notices as directed by engineer in terms of Price Schedule.

3.9.1 Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the "Bill of Quantities" shall include but not be limited to the following.

- a) Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.
- b) Arranging specific consultants as per GRIHA manual / requirements and must have a team of sufficient architects, civil & structural engineers, public health / environmental engineer, mechanical engineer, electrical engineer, energy analyst, Site quality engineer, Lab assistant ,Foreman

,supervisors, Meson for sample collection, sealing and testing of samples and daily maintaining log sheets as per FQP (Field Quality Plan) and submission of Quality report of the project every month package-wise based upon FQP and log sheets.

- c) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
- d) Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
- e) Carrying out topographic survey of required area and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc., The contractor shall provide BHEL such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
- f) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- g) Make necessary storage arrangement / sheds of adequate capacity to store cement within his normal scope without any extra cost to BHEL.
- h) Arrange necessary T & P and IMTEs for carrying out the work. A list of such T & P and IMTEs required for such work as a minimum is given in **Annexure SCC-A.**
- h) BHEL is ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company. The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of Engineer.

The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.

BHEL and their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.

Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed. In case of requirement they may be redeployed as per requirements by the engineer.

4.0 TIME SCHEDULE

- 4.1 The Contractor shall start the work/ services within 15 days after receipt of the Letter of Intent (LOI).

The time for completion of all works / services shall be **36 months** from the date of Letter of Intent .Major works shall be completed as per mile stones at 4.3 below. The submission of As Built drawings, field quality site supervision and visits to site and office of BHEL shall be on regular basis throughout the contract period as per BHEL's requirement and as directed by engineer. The As Built drawings shall be prepared after completion of construction and after all statutory clearance drawings are prepared and submitted to the respective statutory authorities including documentation and submittals required for obtaining GRIHA rating .The site and office visits shall be up to the date of obtaining completion certificate or beyond as desired by BHEL.

After internal acceptance of the DPR ,budgetary estimates and conceptual drawings submitted by the consultant, BHEL shall issue DPR acceptance confirmation in writing to the consultant & upon it's receipt the consultant shall start detailed engineering for the project as per scope of work and as also mentioned in the price schedule and mile stones-II & III below .

- 4.2 The tenderer will be required to submit documents and drawings as per the construction schedule finalized by BHEL.
- 4.3 The tentative period of completion for the following major works is as follows, however, detailed working schedule and breakup of each activity in line with following major works to be submitted by tenderer after work award:
- 4.3.1 **Mile stone-I:** Time of completion mentioned below against each activity to be reckoned from date of work start as per LOI :

- a) Obtaining time extension from NOIDA authority to undertake the tendered work as per by-laws & land use. Preparation of conceptual drawings, submission of technical specifications, de-packaging, package-wise detailed estimates for budgetary approval. Soil investigation & topographical survey and submission of soil report, along with in tandem preparation, submission of preliminary drawings documents and obtaining provisional NOCs/ clearance from statutory authorities and detailed Project report (DPR) submission. : **2 months**

4.3.2 **Mile Stone –II:** Time of completion mentioned below against following activity to be reckoned from date of acceptance of the DPR and budgetary estimates (letter date from BHEL to tenderer forming basis for internal capital budget approval) prepared under Mile stone-I

- a) Complete detailed engineering & submission of all design and drawings for building and campus development in phases based on priority and submission of field quality plan (barring re-engineering), submission of bill of quantities and estimates for floating works tenders.
: 8 months

4.3.3 **Mile stone-III:** Time of completion mentioned below against following activity to be reckoned from date of acceptance of the DPR and budgetary estimates (letter date from BHEL to tenderer forming basis for internal capital budget approval) prepared under Mile stone-I

- a) Site Quality supervision , submissions for obtaining Final NOCs/ completion certificates/ occupancy certificates from Govt. authorities, submissions for obtaining work completion certificates from NOIDA, submissions for obtaining GRIHA rating etc & submission of as-built drawings and contract closing including re-engineering if required.
: 34 months

Site quality supervision & visits to site and Delhi office for liquidation of queries from time to time shall be executed as and when required by BHEL even during shorter notices as per instructions of engineer during total time schedule of the contract & in terms of the price bid. Contractor's finally quoted rates shall be deemed to have included the cost towards such visits and site quality supervision as per BHEL's requirement which also includes adequate deployment of qualified quality supervisors / engineers , lab boy / assistant , sampler mason, foreman as per requirement and as decided by BHEL at site round the clock even during Sundays and holidays to meet time schedule of the project during course of work execution at site.

The start date for the above works shall be as directed by BHEL from time to time or as mentioned in the tender. The Contractor shall ensure that the above major works are completed in time.

Contractor has to mobilise adequate resources to meet his commitments to BHEL as indicated from time to time. **In case due to reasons not attributable to the contractor, the work / services gets delayed and additional manpower / resources have to be mobilized so as to expedite the work / services to meet various milestones, same shall be done within the quoted rates as per Rate Schedule, at no extra cost to BHEL.** In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet it's commitments in line with the provisions of General Conditions of Contract.

In case due to reasons not attributable to the contractor/ consultant , the work/ services gets delayed and scheduled completion gets extended, **time extension** will be granted by BHEL but in no case over run compensation will be payable.

The entire work under the scope of this contract shall be completed in all respects by the Architect/ consultant under all circumstances during the time schedule including extensions granted if any even in the event if work being delayed by other construction contractors /agencies working for the project.

The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

5.0 PRICE

Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

The quoted price shall include all taxes and duties on input materials and all taxes on Contract execution including Works Contract Tax.

All Taxes and Duties payable as extra to the quoted price should be specifically stated in the offer. BHEL will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.

No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

The billing break-up shall be as per Price Schedule and terms of payment. BHEL reserves the right to get all or any item(s) executed and payment shall be made only for item(s) executed by the bidder.

6.0 SALES TAX

Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the soil investigation & topographical survey works under this contract. Road permit / declaration forms etc required by the contractor for bringing his T & P and other equipments etc shall be arranged by the contractor at his own cost. BHEL shall not issue any road permit / declaration under any circumstances.

7.0 SERVICE TAX

Service Tax and secondary & higher education cess on service tax as applicable on output services shall be payable extra over and above the quoted price. The contractor under provisions of relevant act /law shall deposit the same

with the concerned tax authorities. Contractor shall submit to BHEL documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities. CENVAT invoice is to be submitted by the contractor quoting their service tax registration no..

Service tax shall be paid on actuals. Any applicable rate variation in service tax along with cess etc announced by government beyond the date of issuance of NIT shall be suitably reimbursed / adjusted from the contract price as the case may be. No other tax or it's rate variation (except service tax & cess on service tax) shall be payable extra.

8.0 INCOME TAX

Income Tax at the prevailing rate on gross value of work done and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.

9.0 NEW TAXES/ LEVIES

In case the Government imposes any new tax/ levy on the output services / work after the date of NIT, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the contractor. However, in the event of delay in work/ services execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.

In case any new tax / levy / duty etc becomes applicable after the date of issuance of NIT by reasons of making , passing or promulgation of taxation laws in India by any other order, regulation or by-laws having force of law or interpretation of application of any existing law, the bidder / contractor must convey it's impact on his price duly substantiated by documentary evidence in support of the same .Such new tax / levy / duty beyond NIT issuance date will be reimbursed / adjusted suitably from the contract price as the case may be.

10.0 RATE SCHEDULE CUM BOQ

Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.

The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II - price bid. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

Quantities mentioned in the price schedules and scope of work are approximate only and liable for variation both on positive and negative sides. The tentative contract

value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.

Any variation on taxation after the date of issuance of NIT shall be governed as per above clause no. 9.0

11.0 EVALUATION OF THE OFFERS

Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope.

The "Grand Total" price in BOQ shall be the basis for deciding the lowest bidder.

12.0 VARIATION IN SCOPE OF WORK / DEVIATION LIMIT

BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract value shall be adjusted based on the percentage indicated in the billing break-up / price schedule as per price bid format. The price quoted by the Contractor shall be valid for such variation. This clause to be read in conjunction with CI 53 and 54 of section-II i.e GCC.

13.0 EXTRA WORK

The Contractor shall, when requested by BHEL, perform extra work at mutually agreed rates.

14.0 TERMS OF PAYMENT

The Contractor shall be paid running accounts (RA) bill of **95%** of the value of the work / services actually executed/ rendered provided the work/ services rendered has been executed to the satisfaction of the Engineer.

The balance **5%** of the bill value shall be released as follows--

- (a) The **2.5%** of the bill value shall be payable on taking over of complete works / acceptance of services rendered by BHEL before passing of the final bill.
- (b) The balance **2.5%** of bill value will be payable on completion of the guarantee period. BHEL reserves the right to release this amount on successful completion of all works /services rendered along with final bill and upon submission of equivalent bank guarantee valid upto the guarantee period.

From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.

Measurement of work completed shall be done by the Contractor and submitted to BHEL for checking and approval. For this purpose, Contractor shall submit hard copies as well as a soft copy in the floppy / CD containing abstract & detailed

measurement sheets of the bill. The measurement sheets and the bill will be checked and approved by BHEL for further processing, or returned to the Contractor for correction and resubmission. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the Contractor.

The abstract of the measurements and RA bill shall be entered in BHEL Measurement Book and signed and dated by both parties as per the provisions of the General Conditions of Contract.

All running bill payments shall be regarded as advance payments against the final bill. Any certificate relating to the work done during monthly running bills may be modified by any subsequent interim certificates or by the final certificates and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

In case any amount is withheld by BHEL during course of execution of work on account of non-compliance of contract requirement, the same shall be recovered / released from the contractors bills as deemed fit by the engineer-in-charge of BHEL and the decision of engineer-in-charge shall be final in this regard and binding on the contractor.

Progressive payments for items shall be made in terms of agreed price schedule as per section-IV of the tender along with reimbursable statutory fees deposited on actuals based upon challans and also along with service tax & cess as applicable in terms of contract.

In case of unsatisfactory deployment of quality supervision manpower at site by the consultant and non-attending scheduled meetings with BHEL at New Delhi or at site by the consultant despite notifications and reminders , BHEL may impose suitable penalty by deducting equivalent amount based upon prevailing market rate alongwith overheads @ 30% from the RA bills of the contractor as deemed fit. The decision and imposition of penalty by BHEL shall be final and binding on the consultant / contractor.

15.0 GUARANTEE

The works/ services rendered by the Contractor/ consultant shall be guaranteed for a period of 12 (twelve) months from taking over (acceptance) of as-built drawings by BHEL. During this period the Contractor/ consultant shall attend to all the matters relating to the Contract work as required by BHEL.

16.0 PENALTY

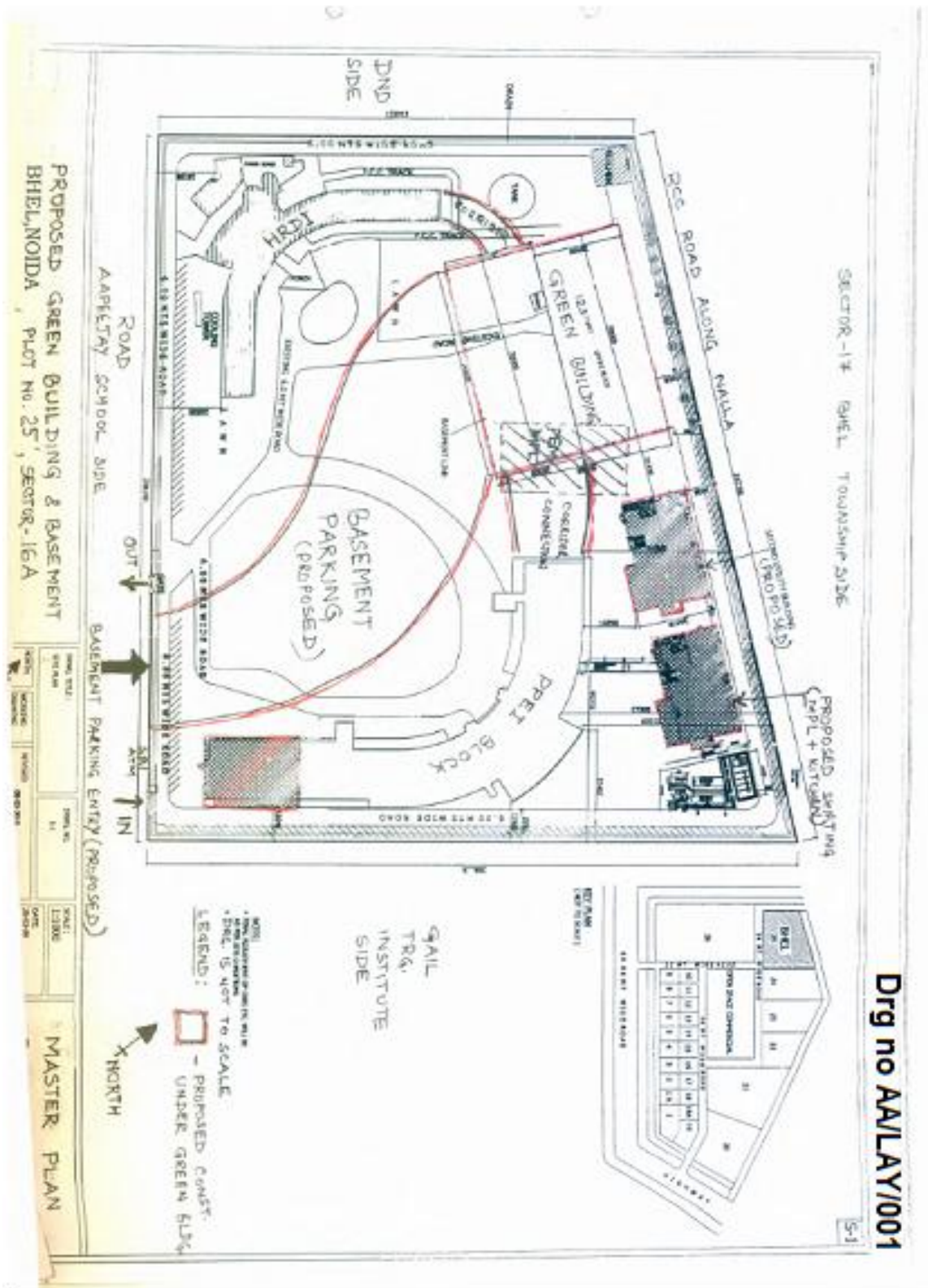
If the Work is not completed within the specified period and any extension thereof, the Contractor shall be liable to pay penalty for delay in completion of work for the specific mile stone delayed @ 0.5% of the respective mile stone value (calculated by adding stage payments under each mile stone as per section IV i.e Price Bid & Schedule of Payment) for every week of delay or part thereof, subjected to a maximum of 10% of the Contract value without BHEL being required to establish and prove the actual loss/damage suffered by BHEL on account of such delay.

The scope of work should be executed with the best engineering and architectural practices in vogue and standard codes of practice of BIS/ CPWD specs.. However, in case of discrepancies and mistake observed in design, drawings, estimation and soil testing report submitted by the bidder which tend amounts to indirect or direct loss to BHEL at any stage of work, suitable penalty shall be imposed upon the contractor based upon evidences which establish mistake in design, drawing , estimation and soil report.

17.0 DRAWINGS

Following drawings are enclosed for reference purpose only for the bidders to visit site & quote their rates accordingly as per attached site master plan of BHEL Complex Noida :

- 1) Drg no AA/LAY/001, for tender purpose only.



DRG. STRICTLY FOR TENDER PURPOSE ONLY

ANNEXURE- SCC-A**INDICATIVE LIST OF IMTEs TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST FOR SOIL INVESTIGATION & SURVEY WORKS AND QUALITY CONTROL AT SITE DURING PROJECT EXECUTION**

SL NO	EQUIPMENT	QTY
1	THEODOLITE ONE SECOND ACCURACY	1 NO
2	DUMPY LEVEL UPTO 350 MM	2 NO
3	COMPRESSION STRENGTH TESTING EQUIPMENT	1 NO
4	SOIL TEST EQUIPMENTS	AS PER REQUIREMENT
5	CONCRETE CUBE MOULD (150 X 150 X 150) mm	4 SET
6	CONCRETE slump cone	4 SET
7	COARSE AGGREGATE SIEVES & SAND SIEVER	1 SET
8	SIEVE SHAKER	1 NO
9	AGGREGATE IMPACT TEST MACHINE	AS PER REQUIREMENT
10	HEATING OVEN	1 NO
11	PHYSICAL BALANCE FOR LAB WORK	1 NO
12.	TOTAL STATION THEODOLITIE	1 NO

NOTES:

The above list specifies only major IMTEs (may not be complete to be deployed by the contractor). Contractor has to set up the field laboratory with facilities required for material & concrete testing. All additional / other IMTEs / measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.

Other terms and conditions regarding above items please also refer clause 38 T&P/IMTEs) of GCC.