

**NIT NO:** FF/24/PMG/CP/CC/26/087

**Name of work:** Civil work for Extn. of Shops, Foundations, Platform & Pits for Furnace, Marking table, Pump house & Reservoir etc. in CFFP/BHEL, Haridwar.

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**Part-I (TECHNO-COMMERCIAL BID)**

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**General Instructions to Tenderer**

(Valid for e-Procurement only through BHEL GePNIC Portal)

The Contractors who wish to participate should **go through the Tender documents thoroughly** before quoting, to ensure that the Tender process is not aborted / vitiated, due to them.

**1.0 Quoting & Signing the Tender**

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal **<https://eprocurebhel.co.in/>**. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal. (Refer Director (ER&D) order no. AA:DERD:09:SSP dated 21<sup>st</sup> August,2021)
- b. Vendors interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “**<https://eprocurebhel.co.in/>**” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form except as specified in tender and **tender without EMD will be summarily rejected**. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
- g. EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in the online available cover/envelope in GePNIC specified for Techno-commercial bid only.
- h. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- i. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
  - a) 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 the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) 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; and
  - c) 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 e(a) and e(b) above.
  - d) 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 the purchaser, the bid is liable to be ignored.
- j. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- k. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- l. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

- m. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- n. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- o. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- p. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- q. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- r. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- s. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- t. There will be cover types with the name to identify how many covers will have to be submitted by a Bidder for a particular tender. For single part bid single cover system consisting of **EMD Fee/PreQual/Technical/Finance** in one cover, two part bid double covers system consisting **EMD fee details/technical** bid in one cover & **Financial** bid in the second cover and in three part bid three covers system consisting **EMD fee details** in one cover, **Technical** bid in the second cover & the **Financial** bid in the third cover.
- u. Price bid should not be submitted along with the techno commercial bid in the cover type "Fee/ Pre-Qualification/ Technical" specified for techno commercial bid. The price bid has to be submitted separately in the cover type "finance" specified for price bid only.  
**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID".** The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- v. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- w. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- x. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- y. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

## **2.0 Signing the Tender**

- a. The Tender shall be digitally signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

### **3.0 Date / Time for opening of Tender**

- a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.
- b. No Vendor shall be required to be present in the BHEL office for any E-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified, will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### **4.0 Quoting**

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honored throughout the period of the Contract.

### **5.0 Participation**

The Parties who have been suspended or black listed or banned by BHEL CFFP, Haridwar or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

### **6.0 Validity of Offers:**

The rates quoted shall be valid for acceptance for a minimum period of **120 days** from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

#### **Note: -**

1. **In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “NIT, Specific Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “NIT, Specific Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.**

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## **General Conditions of Contract (GCC)**

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## **CHAPTER -1 1. GENERAL INSTRUCTION TO TENDERERS**

### **1.1. DESPATCH INSTRUCTIONS**

- i. The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. 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 of the technical aspect, the scope of work etc., he shall at once, 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 specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii. Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Entering into this pact shall be a preliminary qualification.

### **1.2. SUBMISSION OF TENDERS**

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 1.2.6 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, sociopolitical environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- 1.2.7 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
  - a. the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works
  - b. the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
  - c. the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.



### 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. Tenderers are requested to refer the clauses of NIT/"Price Bid" for more details. 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 over-writing 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 Price Bid opening: During opening of price bids, 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.
- 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. (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**" or as per GeM guidelines, as applicable).

### 1.5 QUALIFICATION OF TENDERERS

- i. Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii. Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii. The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- iv. Offers from tenderers who do not comply with the latest guidelines of Ministry/ Commissions of Govt. of India shall not be considered.

### 1.6 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.
- ii) In case the same qualifying experience is claimed by more than one agency, then: a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job. b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.



- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects.
- viii) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

## 1.7 DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Nonsubmission of this information may lead to rejection of the offer.

**i) INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.

**ii) ORGANIZATION CHART**

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

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

**iv) IN CASE OF INDIVIDUAL TENDERER:**

His / her full name, address, PAN and place & nature of business.

**v) IN CASE OF PARTNERSHIP FIRM:**

The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

**vi) IN CASE OF COMPANIES:**

- a) 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).
- b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

## 1.8 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney shall be submitted.

## 1.9 EARNEST MONEY DEPOSIT

- 1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
  - ii) The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:
    - a. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
    - b. Electronic Fund Transfer credited in BHEL account (before tender opening).
    - c. Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
    - d. 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) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
    - e. Insurance Surety Bonds
    - f. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
  - iii) No other form of EMD remittance shall be acceptable to BHEL.
  - iv) Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal/GeM Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.
- 1.9.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:
- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. **OR**
  - ii) The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LIO/LOA/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" of BHEL and forfeited/ released based on the action as determined under these guidelines.
- 1.9.3 EMD shall not carry any interest.
- 1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- 1.9.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.

## **1.10 SECURITY DEPOSIT**

- 1.10.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 1.10.2 The Security Deposit shall be furnished before start of the work by the contractor.
- 1.10.3 The required Security Deposit 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) 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).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) 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). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- vi) Insurance Surety Bonds.

**Note:**

- i. 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.
- ii. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.10.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months.

1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill 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 by giving prior notice to the contractor.

## **1.11 RETURN OF SECURITY DEPOSIT**

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

## **1.12 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. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. 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 the Engineer Incharge.

- 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 submitted to Engineer Incharge unless specified otherwise in TCC.

### 1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **120 DAYS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

### 1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time/as per tender terms, after the acceptance of the Letter of 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.

### 1.15 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor 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.
- 1.15.2 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.
- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) 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 not consider a bidder for further processing of tender 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.
- 1.15.4 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. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period. In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract. Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.

- 1.15.5 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. BHEL 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.
- 1.15.6 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.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 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 of the fact as per specified format, 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.
- 1.15.9 The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.15.10 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.
- 1.15.11 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.
- 1.15.12 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.

## **1.16 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION**

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

## **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 Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at ..... (inviting tenders) (Name of the Unit or Power Sector Regional Offices or its Authorized Officers).
- ii) "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In-charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region.
- iii) "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf 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 at Site or at BHEL HARIDWAR. For the purpose of joint measurement, verification, certification and/ or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer Incharge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.



- v) "SITE" shall mean the places or place at which the plants/equipments 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 equipments 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 includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to 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 /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- 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, Corrigenda, 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/ AWARD" shall mean the intimation by a Letter/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 equipments covered by the contract.
- xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals 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 equipments 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 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)** 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
- xxvii)** "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxviii)** "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.
- xxix)** "TERMINATION" of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
- xxx)** "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxxi)** "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
- xxxii)** "OVERRUN CHARGES (ORC)" shall mean and include all the costs incurred by the Contractor during the extended period of the contract, including but not limited to any cost arising out of idle labour, administrative cost, T & P and machinery.

## **2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

The contract shall be governed by the Laws of India. Subject to clause 2.21.1 of this contract, the Civil Court having original Civil Jurisdiction at HARIDWAR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

## **2.3 ISSUE OF NOTICE**

### **2.3.1 Service of notice to the Contractor**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post 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 dispatch or display posting or leaving of the notice as the case may be 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 concerned In-charge under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to 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.

## **2.5 COMMENCEMENT OF WORK**

- 2.5.1** The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2** If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.
- 2.5.3** 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 e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.
- 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, along with statutory documents, 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 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.

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. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order\* except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). –

- a) .....
- b) .....
- c) .....

It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay.

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 fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer. Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.

### **2.7.2 BREACH OF CONTRACT, REMEDIES AND TERMINATION**

**2.7.2.1** The following shall amount to breach of contract:

- I.** Non-supply of material/ non-completion of work by the Supplier/Vendor/contractor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II.** The Supplier/Vendor/contractor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III.** The Supplier/Vendor/contractor delivers equipment/ material not of the contracted quality.
- IV.** The Supplier/Vendor/contractor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V.** Withdrawal from or abandonment of the work by the Supplier/Vendor/contractor before completion as per contract.
- VI.** Assignment, transfer, subletting of Contract by the Supplier/Vendor/contractor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII.** Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor

- VIII.** Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor/contractor.
- IX.** Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X.** Supplier/Vendor/contractor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

**Note-**Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor/contractor, BHEL shall notify the Supplier/Vendor/contractor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

**LD against delay in executed work in case of Termination of Contract:**

As per Technical/Special conditions of contract

**2.7.2.2 Remedies in case of Breach of Contract.**

- i) Wherein the period as stipulated in the notice issued has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
- v) If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a. from dues available in the form of Bills payable to defaulted Contractor against the same contract.
  - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from

any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

- c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
- vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
- vii) In addition to the above, imposition of liquidated damages, debarment, termination, descoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

- 1) The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
  - a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
  - b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

**2.7.3** In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

**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, whatsoever.

**2.7.5** Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

- a) Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
- b) It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.
- c) Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.
- d) If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation &



Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.

- e) Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

**2.7.6** While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its 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** BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

- i) suspension of work(s) at a Project either by BHEL or Customer, or
- ii) where work 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 three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. 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 on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

- a. The balance works are minor vis a vis the scope of work envisaged as per the contract.
- b. There has been no significant work in past 6 months OR no significant work is expected in next 6 months.
- c. The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

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 (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

## **2.7.9 LIQUIDATED DAMAGES**

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.



Liquidated Damages shall be calculated in the manner stipulated hereinafter:

In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

After the completion of work, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

- a) Delays solely attributable to contractor
- b) Delays attributable to BHEL
- c) Delays on account of Force Majeure (as specified elsewhere in the contract)

The total period under the final time extension shall be equal to the 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 solely attributable to contractor and recoverable from the dues payable to the contractor.

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

## **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 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 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.
- 2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.8.3.

- 2.8.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
- 2.8.5 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 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/company” premises. 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/equipments/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.
- 2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/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 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.
- 2.8.13 Any delay in completion of works/or non-achievement of periodical targets/or non execution of contract 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.
- 2.8.14 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.15 All safety rules and codes applied by the Customer /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. Contractor shall provide necessary Uniform, Shoes and PPEs to the staff engaged in the contract.

- 2.8.16 The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of seven days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL 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 the purpose of maintaining the records for compliance,

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

- 2.8.17 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.
- 2.8.18 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.
- 2.8.19 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 Customer whichever is earlier.
- 2.8.20 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.
- 2.8.21 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.
- 2.8.22 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.
- 2.8.23 The Contractor to note that some of BHEL's T&Ps (Tools & Plants)/MMDs (Measuring and Monitoring Devices) 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 caused 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 shall reserve the right to recover the loss from the contractor.

- 2.8.24 For all works having contract value of Rs. 5,00,000/- or above, 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.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - 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.
  - c) Compensation in respect of each of the victims:
    - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
    - ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
  - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
- 2.8.25 Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.
- 2.8.26 Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.
- 2.8.27 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

## **2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

- 2.9.1** A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work.  
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 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-
- 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.
- 2.9.4** Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

## **2.10 TIME OF COMPLETION**

- 2.10.1 The time for completion shall be as mentioned in the LOA/Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.
- 2.10.2 Time being the essence of the contract, 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 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. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.
- 2.11.2 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 under Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.
- 2.11.4 Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.

## **2.12 OVERRUN COMPENSATION – As per Technical/Special conditions of contract**

## **2.13 SECURED RECOVERABLE ADVANCES: As per Technical/Special conditions of contract**

## **2.14 QUANTITY VARIATION**

### **2.14.1 Variation in Final Executed Contract Value**

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side).

BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.

## **2.15 EXTRA WORKS**

- 2.15.1 All rectifications/modifications, revamping and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, 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.
- 2.15.2 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.
- 2.15.3 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.

**2.15.4** 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.

**2.15.5 Extra Works for Civil Packages** shall be regulated as follows –

- i. Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc. due to no fault of Contractor, shall be in the order of the following:
  - a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.
  - b) As per latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.
  - c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution mutually agreed between BHEL and Contractor.
- ii. PVC and ORC will not be applicable for (i) above.

## **2.16 SUPPLEMENTARY ITEMS**

### **2.16.1 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.

### **2.16.2 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 2.15.7
- 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 2.14
- 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.



## **2.17 PRICE VARIATION COMPENSATION – As per Technical/Special conditions of contract**

## **2.18 INSURANCE**

- 2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.18.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

## **2.19 STRIKES & LOCKOUT**

- 2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.
- 2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

## **2.20 FORCE MAJEURE**

2.20.1 "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.

- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a. Constitute a default or breach of the Contract.
- b. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure

## **2.21 Settlement of Dispute**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 2.21.1

### **2.21.1 Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

### **2.21.2 ARBITRATION:**

- 2.21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution – 'Delhi International Arbitration Centre' and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 2.21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 2.21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution – 'Delhi International Arbitration Centre' and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 2.21.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be HARIDWAR.
- 2.21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at HARIDWAR.

2.21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

2.21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

2.21.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

2.21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**2.21.3 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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS10937 dated 14-12-2022 as amended from time to time.

**2.21.4 NO INTEREST PAYABLE TO CONTRACTOR**

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

**2.22 RETENTION AMOUNT – As per Technical/Special conditions of contract**

**2.23 PAYMENTS – As per Technical/Special conditions of contract**

**2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP**

2.24.1 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 Twelve months 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 by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.

2.24.2 BHEL shall release the 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'
- 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 Security Deposit refundable.

## **2.25 CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://suvidha.bhel.in> only.

## **2.26 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.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)

## **2.27 LIMITATION ON LIABILITY:**

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.



## **2.28 Non-Disclosure Agreement (NDA):**

The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached), if applicable.

## **2.29 Cartel Formation**

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.

## **2.30 Fraud Prevention Policy**

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.

## **2.31 Order of Precedence**

In the event of any ambiguity or conflict between the contract Documents, the order of precedence shall be in the order below:

- a. Contract agreement with its Amendments
- b. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- c. Notice Inviting Tender (NIT)
- d. Price Bid
- e. Technical Conditions of Contract (TCC)
- f. Special Conditions of Contract (SCC)
- g. General Conditions of Contract (GCC)
- h. Forms and Procedures

## **2.32 OTHER ISSUES**

- 2.32.1 Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 2.32.2 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.
- 2.32.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.
- 2.32.4 Formats specified in the tender document, if unavailable and required for submission by the tenderer, can be obtained from the contracting department upon request.



## Chapter-3

### 3.1 MICRO AND SMALL ENTERPRISES (MSE):

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

### 3.2 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE.

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

### 3.3 GST RELATED TERMS & CONDITIONS

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

- I.
  - a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
  - b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.
  - a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

- III. Reimbursement of GST shall be made by BHEL Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows:

a) Timely raising & submission of GST compliant Invoices

b) Timely receipt of Goods & Services

c) Timely and correct payment of applicable GST by supplier/contractor

d) Timely filing of return

e) Compliance of other applicable provisions on supplier/contractor:

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.
- VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However, in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl. No	PO No/ Work Order	Invoice No	Invoice date	GST Amount
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2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other Non-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, we indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any noncompliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand"

### 3.4 SPECIAL POWERS OF TERMINATION

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work. The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

### 3.5 INTER STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT AND CONDITION OF SERVICE) ACT, 1979

The contractor shall obtain License from Competent Authority under Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 in case contractor engages in any day five or more workmen recruited from outside the state of Uttarakhand in which BHEL, CFFP, Haridwar located. The contractor shall submit a valid license under Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 to Contract Execution department on or before the commencement of contract. Further contractor has to ensure all the compliances of the provisions of Inter State Migrant Workmen (Regulation of Employment and condition of Service) Act, 1979.

### 3.6 CONFLICT OF INTEREST

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 authorize 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.

### 3.7 PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Annexure-I (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial **offer**.

### 3.8 RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions

of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: (a) An entity incorporated, established or registered in such a country; or (b) A subsidiary of an entity incorporated, established or registered in such a country; or (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or (d) An entity whose beneficial owner is situated in such a country; or (e) An Indian (or other) agent of such an entity; or (f) A natural person who is a citizen of such a country; or (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### Explanation

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. To be inserted in tenders for Works contracts, including Turnkey contracts. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

#### Note:

(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-II.

(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.



**Annexure-I**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE,  
2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) GeM Bid Specification No: .....

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of**

**Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

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To,  
(Write Name & Address of Officer of BHEL inviting the Tender)  
Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) GeM Bid Specification No: .....  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,  
**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

\*\*\*\*\*

**CONTRACT SPECIAL TERMS & CONDITIONS**

1. These special conditions shall be read in conjunction with General Conditions of contract.  
The quoted rates will be for all height, depth, lift, lead, shapes and sizes unless otherwise mentioned specifically in the description of item.
2. The quoted rates shall be deemed to include cost of pumping or bailing out water from any source such as subsoil water, rainwater, water from seepage etc if required.
3. Only **Ready-Mix Concrete (RMC)** shall be used for reinforced cement concrete (RCC) work of **BOQ items no. 21 & 22.** In these items, contractor has to arrange required quantity of cement at RMC plant. Before use of any Brand/Make of cement, contractor must have taken approval from Engineer in charge.
4. Quoted rates of concrete shall be inclusive of transportation of Ready-Mix Concrete (RMC) from RMC Plant, pumping (with all facilities of pump, pipes and required manpower etc.) of concrete from Transit Mixture (TM) to pouring location and Admixtures as per Approved Design Mix of concrete.
5. Contractor has to arrange all necessary facilities of pumping of concrete as per site requirement of casting irrespective of depth/height, no extra cost shall be payable for these facilities.
6. Rates for plastering work shall include for making grooves, bands etc. wherever required and nothing extra shall be paid for the same.
7. All dismantling work will be carried out through mechanical means such as pneumatic or electric hammer of Hilti/ bosch etc. and other mechanical means such as pokland breaker etc. if required for smooth progress of work. All necessary T&P shall be arranged by contractor; no extra cost shall be admissible in this regard.
8. To carry out the works inside shop area by contractor, the raw material shall be stored outside the shop and no extra lead shall be payable for the same.
9. Rates quoted for all brick/ concrete work shall be deemed to include making openings for pipes etc. and making good these with the same specifications as shown in drawings and/ or as directed by Engineer I/c. No extra payment shall be made to contractor on this account.
10. Rates for all concrete work shall include for making drip course, moulding grooves etc. wherever required and nothing extra shall be paid for the same.
11. Encasing of Shop Columns shall be payable in **BOQ items no. 21 .**
12. Contractor shall co-ordinate his activities and co-operate with other agencies, who will also be working in the complex.
13. The contractor shall at his risk and cost, make all arrangements as the Engineer in charge may require for collecting and preparing the required number of samples for all quality checks, mandatory tests as per CPWD/ BIS specifications or as per standard of BHEL.
14. Contractor have also arranged the testing of at least 2-5% of total cube samples taken at site from external agency like IIT/NIT/government agency or any other NABL approved lab at no extra cost if required as per direction of Eng.-in-charge.
15. If the testing of any specified sample does not confirm the desired results including the report of advanced testing performed by the contractor, the construction/ suggested modification shall be executed by contractor for which no extra payment shall be admissible. Decision of Engineer in charge shall be final and binding to the contractor.
16. In civil works, Cement, TMT bars and structural steel shall be provided by BHEL (In free issued items only) at BHEL plant store. The loading /Unloading and transportation of these items from stores to site shall be arranged by contractor. No extra payment shall be admissible for the same.
17. In fabrication work of **BOQ items no. 33,** only required steel, cutting gases, electricity and welding electrodes shall be provided by BHEL (In free issued items only) at BHEL plant store, rest all facilities **like welding machine, steel cutting sets, nut, bolts, washers, fixtures, crane, hydra etc. shall be arranged by contractor. No extra payment shall be admissible for the same.**

18. Contractor has to supply and fixing of foundation bolts of shop columns and other foundations (as required) as per approved drawings and direction Engineer In-charge. Payment for supply and erection of foundation bolts shall be made as per **item no 34** of Bill of quantity.
19. The work may need deployment of sufficient number of labours in two or three shifts to complete the work in stipulated time. The contractor shall comply provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. Work in second / third shift, overtime, Sundays or on other declared holidays should be carried out after getting written permission from Engineer In-charge.
20. Permission shall be issued by BHEL to contract labours deployed by contractor on their request on standard format for entry into factory premises.
21. Contractor will be responsible for good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
22. The work shall be governed by CPWD specifications, General terms and conditions of BHEL contract, special conditions, safety clause and any other relevant guidelines applicable in the premises during work.
23. Material in BHEL scope, designs and drawings etc. to be supplied by BHEL shall be demanded in advance giving reasonable time by the contractor during the operation of the contract.
24. Samples of materials, fittings etc. shall be submitted by the contractor and got approved from the Engineer In- charge before supply in bulk at site of work.
25. Before starting the work, contractor has to make a separate temporary store (subject to space is made available to contractor by BHEL) for materials issued to store in proper condition as per norms and the same shall be dismantled by contractor after satisfactorily completion of work /as and when required by BHEL.
26. Bricks of specified class designation of approved quality shall be used.
27. Contractor should acquaint himself about the type of work, specially about cut-outs, steel inserts fixing and placements. Contractor should also take care about fixing of foundation bolts in pedestals.
28. The individual quantities mentioned in bill of quantity (BOQ) may vary to any extent on either side as per BHEL /actual requirement at site for which no compensation will be payable to contractor. Also, the item rates will remain firm under the contract completion of specified work scope.
29. Any extra item required for the proper completion of work will have to be executed by the contractor with the written approval of BHEL and as per direction of Engineer in charge. The competent authority from BHEL will decide the rates of such item but on no account the work will be stopped by contractor.
30. For curing separate persons (Bhishti) will be employed by the contractor for all concreting, brickwork and plaster etc. for the periods as per norms.
31. The contractor shall have to deploy sufficient number of office bearer for arrangement of gate pass etc., Team Leader/Supervisor at site to take the work on different fronts at a time, persons related to safety and quality and Project Manager for overall coordination of project with BHEL for quality and timely completion of the work.
32. Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
33. Contractor shall have to carry out the work anywhere inside factory area and nothing extra will be paid for extra lead and lift for work at various heights.
34. All necessary precautions with respect to safety at site and environmental aspects shall have to be taken by the contractor for activities performed by his workers.
35. For safety in execution of the work, the contractor must ensure that all labour engaged in the work at site should wear personal protective equipment (PPEs) such as safety shoes, safety helmet, safety belts, gloves, dust masks, apron and welding glasses etc. as required in the activity.
36. No excuses like hindrance because of jungle, extreme weather conditions, no availability of labour and material etc. will be entertained for not completing the work in time.

37. BHEL shall only designate temporary areas where the contractor shall make their own arrangement for and storage of material. The responsibility of safe guarding the material rests with the contractor.
38. Every worker should have valid ESI, no work permit will be issued without ESI of workers.
39. The contractor shall have to comply with the following during execution of the contract, incase more than 20 labour are engaged on any day during the contract period.
  - (a) Valid labour license issued from Asstt. Labour Commissioner (Central).
  - (b) P.F. code and abide by the relevant laws/rules.
  - (c) E.S.I. code and abide by the relevant laws/rules. In case, contractor has ESI code issued from different state, then he must submit, within one month from the issue of letter of intent, the ESI sub-code of Uttarakhand state.
40. In case of non-compliance of any of the factory act/ labour laws, the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
41. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
42. Contractor will have to protect BHEL equipment and material from fire hazards or any other damages or loss. Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to any outsider on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
43. The execution of work has to be done in sides of exiting plant area, wherein production activities are running. Therefore, agency has to make all necessary temporary arrangement at his own cost so as the production activity must not hinder at any extent.
44. BHEL shall not be responsible for providing accommodation for contractor / staff during the period of work or subsequent maintenance period. The gate passes/ tokens to be issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.
45. It shall be entire responsibility of contractor, who has been awarded the work to complete the work at site by their own/hired resources under their direct monitoring and control. No part of the contract nor any share of interest there shall in any manner or degree be transferred/ assigned /sublet by the contractor directly or indirectly to any firm or corporation.
46. **Payment Terms:**
  - i. No advance payment shall be paid to the contractor.
  - ii. No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted along with the bill.
  - iii. Prices shall remain firm till entire contract period inclusive of extensions (if any).
  - iv. **5% amount will be hold against all running bills** value and will be released with final payment after successfully completion of work.
  - v. After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
  - vi. Tax deduction at source: Tax shall be deducted at source from the bill as per applicable Income Tax Rules and other statutory requirements.
  - vii. 1 % water charge shall be deducted from each bill.
  - viii. Final bills against work contract shall be submitted within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier. BHEL will process such bills and release the payment within one month normally after receipt of bills.
  - ix. 50% Security deposit shall be released with Final Bill and rest 50% on completion of 12 months maintenance period the security deposit will be released by BHEL subject to completion of all defects / liability / work notified within the specified period.



- x. In this contract, Rates should be quoted inclusive of GST, all taxes and duties as per applicable. GST shall be reimbursed as per actual. For this GSTIN is required. GST shall be charged as per rules, as notified from time-to-time.
  - xi. BHEL will process such bills and release the payment within 90 days from the date of measurement accepted and submission of non-discrepant document as per NIT terms.
- 47.** All bidders are strongly advised to visit site for first hand appraisal of work. Any presumption by the bidder, at the bidding stage, not commensurate with actual site conditions shall not for an excuse for deviation from the work at later stage.
- 48.** Electric supply shall be provided free of charges near the site of work at electric pole by BHEL. Rest of the material/ Labour or T&P which is not mentioned in the bill of quantity shall have to be arranged by the contractor for proper completion of the work without any extra charges.
- 49.** No compensation, of whatsoever nature, will be paid to the contractor for losses, if any, during running of work or accident at site. The contractor shall indemnify BHEL against this.
- 50.** Any other applicable cess/taxes, if any, which is not mentioned earlier shall be borne by the contractor and the quoted rates shall be deemed to have included all such applicable taxes whatsoever. BHEL shall not entertain any claim in this regard.
- 51. 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:**
- a. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - 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.
  - c. Compensation in respect of each of the victims:
    - i. In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
    - ii. In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
  - d. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
    - 1. The Contractor shall necessarily buy Death cum Accidental insurance policy for all of his workforce to be deployed under the contract before commencement of work. The insurance Policy should cover the following compensation in respect of each of the victims:
      - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
      - (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
    - 2. The Contractor Shall Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.
    - 3. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.
    - 4. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote itself.
    - 5. Contractor has also to provide Uniform, Shoes and PPE.s for the manpower and to ensure their usage.

**52. MILE STONE BASED PROGRESS & PENALTY**

- i. Timely execution is the essence of the contract and works shall have to be carried out timely as per schedule to meet the mile stone target set for the project. Failing to comply the mile stone targets shall attract imposition of penalty as per details below against the specified mile stone of the project:

Sl. No. (A)	Mile stone of Project (B)	Time Period (From date of start of work) (C)	Amount On which Penalty shall be levied @ (E) (D)	Rate of Penalty (E)
1	Mobilization period	10 Days	NA	NA
2	12 Nos Footing & pedestals including fixing of foundation bolts.	03 Months	10% of total contract value	0.5 % per week of delay
3	Furnace foundation & Furnace Pit	05 Months	15% of total contract value	0.5 % per week of delay
4	Balance Footing & pedestals including fixing of foundation bolts.	06 Months	10% of total contract value	0.5 % per week of delay
5	Water Reservoir, Pump House, Pump Foundation	08 Months	20% of total contract value	0.5 % per week of delay
6	Mould Pit, Furnace Platform	9 Months	20% of total contract value	0.5 % per week of delay
7	Control Rooms & Marking Table	12 Months	10% of total contract value	0.5 % per week of delay
8	Transfer Trolley Foundation	14 Months	10% of total contract value	0.5 % per week of delay
9	Other Balance Work (including site Cleaning) in the contract as defined in scope of work. This will also include any related misc. activity for the defined scope of work, which may be required during execution at site and will be as per direction of Engr-in-charge	18 Months	5% of total contract value	0.5 % per week of delay

- ii. Contractor within 30 days from start of work, shall have to submit detailed activity wise breakup for each of the above individual items in line with the mile stone detailed above for the project for timely execution of the project.
- iii. The penalty shall be imposed at the rate as mentioned under column (E) at the base value as mentioned under Column (D).
- iv. The cumulative penalty thus imposed on any account at any stage shall however not exceed 10% of the total contract value. Contract Value for this purpose, shall be the final executed value (at the time of imposition of LD).
- v. In case delay is not attributable to contractor there shall be no imposition of LD (Liquidated Damage) and decision of BHEL shall be final in this regard.

### **53.REVERSE AUCTION:**

BHEL shall be resorting to Reverse Auction (RA) (Latest Guidelines as available on [www.bhel.com](http://www.bhel.com) on “supplier registration page” 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 as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in on line reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

#### **Note:**

- a. Quoted rates should not be linked to quantity, BHEL; CFFP reserves the right to award part quantity or not to award any quantity. Also, Tendered/Awarded quantities are tentative, there may be variation in actual executed quantities, and contractor shall have no claim for the unexecuted quantities.
- b. To affect 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 5% on all such payments along with interest as defined elsewhere in the GCC.

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**SCOPE OF WORK**

Group	Sr. No.	Works to be done
<b>A</b>	1	All type of loose waste material (Above Ground Floor) like moulding sand, rubbish, debris and others has to be removed from the site and to be dumped/stacked at site/place designated by PMG/BHEL inside Plant area.
	2	All civil works i.e. Excavation, Dismantling, Demolishing, Reinforcement, concreting, brick work etc. For foundations, pits, floor etc. has to be done as per approved design/drawing by BHEL and direction of Eng.-in-Charge.
	3	Broad List of Civil work involved in this work contract. Separate Item wise billing will be done for Part (B) Items or as per direction of Eng.-in-charge. Part (A) 1. Column Foundations for Shed Extension 2. Control room & Offices 3. Pump House 4. Pump Foundations 5. Control room for Pump House 6. 150 MT Transfer Trolley Foundation 7. DM and softening plant Control room  Part (B) 1. Furnace Platform 2. Furnace Foundation 3. Moulding pit (BGL) with provision for Argon 4. Raw material storage room 5. Water Reservoirs (Covered) 6. Marking Table Foundation 7. Furnace Pits (Pit Side)
	4	Concrete design mix will be the responsibility of contractor. Contractor shall have to arrange & provide report of the design mix of specified grade concrete mentioning proportions of the ingredients including admixtures etc. sources of aggregates, cement and the design mix shall have to be done by IIT/NIT/government agency or any other NABL approved lab (as decided by BHEL) at no extra cost. Only Approved Design Mix shall be used for pouring at site. No extra payment shall be admissible for the design of concrete mix and material used. The Eng.-in-charge may direct the contractor to design/redesign the concrete mix at any time at contractor's risk and cost.
	5	The contractor has to ensure cement quantity in RMC as per approved design mix only. No extra payment will be made for excess qty of cement from BOQ item.
	6	<b>i-</b> For measuring of concrete strength as per IS/ CPWD specifications, concrete cubes will be made from each lot/as per direction of Eng.-in-charge by the contractor. <b>ii-</b> Mould boxes have to be submitted by the contractor before start of work at their cost.
	7	Providing and fixing of Foundation/anchor bolts is in the scope of contractor and to be paid separately as per BOQ item no. 34 and approved design/drawing by BHEL and direction of Eng.-in-Charge.
	8	All types of Tools, plant and machinery has to be arranged by the contractor to complete the work as per direction of Eng.-in-Charge.
	9	Other misc. works as per site / work requirement at the time of execution as per direction of Eng.-in-Charge.
<b>B</b>		<b>Following are to be complied with by the contractor during contract execution.</b>
	1	All safety measure has to be taken by the contractor during execution of work and Contractor has to ensure site supervisor at site during execution of work.

**NIT NO:** FF/24/PMG/CP/CC/26/087

**Name of work:** Civil work for Extn. of Shops, Foundations, Platform & Pits for Furnace, Marking table, Pump house & Reservoir etc. in CFFP/BHEL, Haridwar.

	2	All safety equipment's like Safety harness, fall arrester, life line, safety shoe, safety helmet etc are to be provided by the contractor.
	3	Contractor has to ensure that every worker, working at height should be equipped by proper PPE during execution of work.
	4	Work will be done during shutdown period & after issue of work permit through PMG/Civil dept.

**Note:**

All bidders are strongly advised to visit site for first hand appraisal of work. Any presumption by the bidder, at the bidding stage, not commensurate with actual site conditions shall not for an excuse for deviation from the work at later stage.

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**PRE-QUALIFICATION CRITERIA (PQC)**

<b>S. No</b>	<b>Details</b>	<b>Requirement from Vendor</b>	<b>Vendor's Response Yes/No</b>
<b>1</b>	Bidder must submit proof of having carried out successfully work of similar nature during last 7 years ending last day of month previous to the one in which tender is invited. Similar nature work means Civil Construction Work consisting of reinforcement cement concrete (RCC) / RMC work of at least 600 cum quantity in one of the work experience certificates submitted against experience for qualifying criteria mentioned at clause no. 3.	Bidder to submit work order copies along with BOQ and its completion certificate in original/photo copy. (Bidder must provide sufficient proof of carrying out the work executed for Civil Construction Work consisting of reinforcement cement concrete (RCC) / RMC work of at least 600 cum quantity by way of submission of BOQ / Work Order / Completion Certificate etc.)	
<b>2</b>	Financial Position- Vendor to submit Copy of ITR/ Audited Balance Sheet for any 3 consecutive financial years in last 4 financial years ending 31 <sup>st</sup> March of F.Y. 2023-24.	Bidder to take note and confirm	
<b>2.1</b>	Average annual financial turnover during the 3 consecutive financial years in last 4 financial years ending 31 <sup>st</sup> March of F.Y. 2023-24, should be at least <b>Rs. 269.89</b> Lacs.	Bidder to take note and confirm	
<b>3</b>	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following <b>(work value will be inclusive of GST)</b> :  a) Three similar completed works costing not less than the amount equal to <b>Rs. 359.85</b> Lacs each.  OR b) Two similar completed works costing not less than the amount equal to <b>Rs. 449.81</b> Lacs each  OR c) One similar completed works costing not less than the amount equal to <b>Rs. 719.70</b> Lacs.	Bidder to submit required work order copies of the work, along with performance certificate from the customer to whom services were provided. The work order copies should clearly indicate the customer detail, scope of work (similar in nature as mentioned above in clause-1) and total value of work.	

1. BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/ incorrect, the offer submitted by vendor shall be rejected.

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**CHECKLIST****Subject:** Submission of Latest Detail by bidder.**Sir,**

Our Latest detail may please be updated in your records; details are as below-

<b>Parameter</b>	<b>Yes/No/NA</b>	<b>Detail</b>
Name of Company/ Business Firm		
Type of Company/ Business Firm (Pvt. Ltd/ Ltd/ Partnership/ proprietorship)		
Company/ Business Firm Email ID		
Company/ Business Firm Postal Address		
Name of Owner		
Owner Mobile No.		
Owner Landline No.		
Contact Person		
Mobile No.		
Contact Person Email ID		
GST No. (Copy Attach)		
PAN No. (Copy Attach)		
PF No. (Copy Attach)		
ESI No. (Copy Attach)		
MSME Status (Yes/No)		
Udyam Certificate for MSME to be submitted		
Registered under category ( <b>Micro / Small / Medium</b> )		
PQC/ General and Special Terms & Conditions		
Completion certificate (Copy Attach)		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.

**Sign & seal of Contractor**

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**Acceptance/ No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of above tender.

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**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE,  
2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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To,  
(Write Name & Address of Officer of BHEL inviting the Tender)  
Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) GeM Bid Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

...

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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**INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

**Section 1- Commitments of the Principal**

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

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

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



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

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

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous Transgression**

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

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

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

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

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

### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

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

#### **Section 9 - Pact Duration**

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

#### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

----- For & On behalf of the Principal (Office Seal)  Place _____ Date _____  Witness: _____ (Name & Address) _____ _____	----- For & On behalf of the Bidder/ Contractor  (Office Seal)  Witness: _____ (Name & Address) _____ _____
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**Clause on IP in the tender**

**“Integrity Pact (IP)**

(a). IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a Preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

*Note:*

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*  
Details of contact person(s):

(1)	(2)
Name:_____	Name:_____
Deptt: _____	Deptt: _____
Address: _____	Address: _____
Phone: (Landline/ Mobile) _____	Phone: (Landline/ Mobile) _____
Email: _____	Email: _____
Fax: _____	Fax: _____

\*\*\*\*\*



**NIT NO:** FF/24/PMG/CP/CC/26/087

**Name of work:** Civil work for Extn. of Shops, Foundations, Platform & Pits for Furnace, Marking table, Pump house & Reservoir etc. in CFFP/BHEL, Haridwar.

**ANNEXURE - X**

**UN-PRICE BID**

Name of Contractor					
Name of work:		Civil work for Extn. of Shops, Foundations, Platform & Pits for Furnace, Marking table, Pump house & Reservoir etc. in CFFP/BHEL, Haridwar.			
NIT NO.		FF/24/PMG/CP/CC/26/087			
BILL OF QUANTITY					
Sl.No	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE TO BE QUOTED BY CONTRACTOR	AMOUNT
1	Carriage of materials by Mechanical Transport including Loading, Unloading and Stacking. Lime, moorum, building rubbish. 1 KM.	584	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
2	Carriage of materials by Mechanical Transport including Loading, Unloading and Stacking: Earth: 1 Km.	24016	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
3	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m disposed soil to be levelled and neatly dressed: All kinds of soil.	28671	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
4	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m	17398	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
5	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. All kinds of soil.	28183	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
6	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	20	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
7	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 Cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 40 mm nominal size) (Cement will be supplied free of cost from BHEL store.)	32	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand (zone-II) : 8 graded stone aggregate 40 mm nominal size) (Cement will be supplied free of cost from BHEL store.)	714	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
9	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and	18	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX

	reinforcement - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-II) : 4 graded stone aggregate 20 mm nominal size) (Cement will be supplied free of cost from BHEL store.)				
<b>10</b>	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-II) : 3 graded stone aggregate 20 mm nominal size) (Cement will be supplied free of cost from BHEL store.)	<b>61</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>11</b>	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement: 1.5 coarse sand (zone-II) :3 graded stone aggregate 20 mm nominal size). (Cement will be supplied free of cost from BHEL store.)	<b>85</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>12</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	<b>4651</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>13</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Edges of slabs and breaks in floors and walls: Under 20 cm wide.	<b>480</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>14</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	<b>4248</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>15</b>	Centering and shuttering including strutting, Suspended floors, roofs, landings, balconies and access platform.	<b>1876</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>16</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Lintels, beams, plinth beams, girders, bressumers and cantilevers.	<b>1049</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>17</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Columns, Pillars, Piers, Abutments, Posts and Struts.	<b>1422</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>18</b>	Extra for additional height in centering, shuttering where ever required with adequate bracing, propping etc., including cost of de-shuttering and decentering at all levels, over a height of 3.5 m, for every additional height of 1 metre or part thereof (Plan area to be	<b>150</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	measured). Suspended floors, roofs, landing, beams and balconies (Plan area to be measured)				
<b>19</b>	Encasing rolled steel sections, in beams and columns, with cement concrete 1:1.5:3 (1 cement: 1.5 coarse sand (zone-II): 3 graded stone aggregate 20 mm nominal size), including centering and shuttering complete but, excluding cost of reinforcement. (Cement shall be issued free of cost at BHEL store).	<b>20</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>20</b>	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more. (TMT bars shall be issued free of cost at BHEL store).	<b>330660</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>21</b>	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.  (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately) All works upto plinth level	<b>4539</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>22</b>	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.  (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately). All works above plinth level upto floor V level	<b>700</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>23</b>	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement: 6 coarse sand) (Cement shall be issued free of cost at BHEL store).	<b>108</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

<b>24</b>	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 1:6 (1 cement : 6 coarse sand) (Cement shall be issued free of cost at BHEL store).	<b>323</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>25</b>	Providing and fixing ISI marked aluminium butt hinges 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: 100x63x3.2 mm.	<b>80</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>26</b>	Providing and fixing ISI marked aluminium butt hinges 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: 75x63x3.2 mm	<b>160</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>27</b>	Providing and fixing aluminium sliding door 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 nuts and screws etc. complete : 300x16 mm	<b>20</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>28</b>	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 : 250x10 mm	<b>40</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>29</b>	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete : 150x10 mm	<b>80</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>30</b>	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	<b>80</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>31</b>	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 : 75 mm	<b>160</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>32</b>	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.	<b>25</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>33</b>	Structural steel work in single section, fixed	<b>103190</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. (Structural Steel shall be issued free of cost at BHEL store).				
<b>34</b>	Providing and fixing mild steel round holding down bolts with nuts and washer plates complete.	<b>34020</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>35</b>	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate. (Cement shall be issued free of cost at BHEL store).	<b>120</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>36</b>	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm. (Cement shall be issued free of cost at BHEL store).	<b>200</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>37</b>	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design : In 75x75 mm deep chase. (Cement shall be issued free of cost at BHEL store).	<b>150</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>38</b>	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	<b>20</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>39</b>	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 87.50. 110 mm bend	<b>10</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>40</b>	12 mm cement plaster of mix: 1:6 (1 cement: 6 fine sand) (Cement shall be issued free of cost at BHEL store).	<b>1609</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>41</b>	15 mm cement plaster on the rough side of single or half brick wall of mix: (Cement shall be issued free of cost at BHEL store).	<b>1643</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>42</b>	6 mm cement plaster of mix : 1:3 (1 cement : 3 fine sand). (Cement shall be issued free of	<b>900</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	cost at BHEL store).				
<b>43</b>	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer	<b>939</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>44</b>	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm).	<b>6546</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>45</b>	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work.	<b>280</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>46</b>	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	<b>500</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>47</b>	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	<b>199</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>48</b>	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	<b>187</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>49</b>	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer-in-charge.	<b>200</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>50</b>	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar.	<b>199</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>51</b>	Road work: Supplying and stacking at site. 90 mm to 45 mm size stone aggregate.	<b>200</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>52</b>	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.	<b>200</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>53</b>	Providing and fixing kitchen sink with C.I.	<b>4</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>



	brackets, C.P. brass chain with rubber plug, 40 mm C.P. brass waste complete, including painting the fittings and brackets, cutting and making good the walls wherever required: White glazed fire clay kitchen sink of size 600x450x 250 mm.				
<b>54</b>	Water Supply: Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. 15 mm dia nominal bore.	<b>150</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>55</b>	Water Supply: Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. 20 mm dia nominal bore.	<b>350</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>56</b>	Drainage: Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : 150 mm dia. R.C.C. pipe. (Cement shall be issued free of cost at BHEL store).	<b>24</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>57</b>	Drainage: Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : 300 mm dia. R.C.C. pipe. (Cement shall be issued free of cost at BHEL store).	<b>24</b>	<b>METER</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>58</b>	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): For fixed portion: Powder coated aluminium (minimum thickness of powder coating 50 micron)	<b>592</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>59</b>	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,	<b>201</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	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): 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): Powder coated aluminium (minimum thickness of powder coating 50 micron)				
<b>60</b>	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade 1 Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge. Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.	<b>9</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>61</b>	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/ sqm)	<b>90</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>62</b>	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge. With stainless steel cover plate minimum 1.25 mm thickness.	<b>6</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>63</b>	Providing and fixing Brass 100mm mortice latch and lock with 6 levers without pair of handles (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	<b>6</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>64</b>	Providing and fixing aluminium round shape	<b>12</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	handle of outer dia 100 mm with SS screws etc. complete as per direction of Engineer-in-charge. Polyester powder coated minimum thickness 50 micron aluminium.				
65	Providing and fixing anodised aluminium grill (anodised transparent or dyed to required shade according to IS: 1868 with minimum anodic coating of grade AC 15) of approved design/pattern, with approved standard section and fixed to the existing window frame with C.P. brass/ stainless steel screws @ 200 mm centre to centre, including cutting the grill to proper opening size for fixing and operation of handles and fixing approved anodised aluminium standard section around the opening, all complete as per requirement and direction of Engineer-in-charge. (Only weight of grill to be measured for payment).	225	KG	XXXXXXXXXXXX	XXXXXXXXXXXX
66	Providing and fixing Glazing in aluminium door, window, ventilator, shutters and partitions etc. with EPDM rubber / Neoprene gasket etc. complete as per architectural drawings and the direction of Engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item): With toughened glass panes of 8 mm thickness.	25	SM	XXXXXXXXXXXX	XXXXXXXXXXXX
<b>TOTAL QUOTED VALUE IN FIGURE: Rs. XX</b>					
<b>TOTAL QUOTED VALUE IN WORDS: Rupees: XX</b>					

**Note:**

1. The above rates should be inclusive of GST, All other taxes and duties as per applicable.
2. All bidders are strongly advised to visit site for first hand appraisal of work. Any presumption by the bidder, at the bidding stage, not commensurate with actual site conditions shall not for an excuse for deviation from the work at later stage.
3. Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.
4. Prices are to be indicated in both figures and words. In case the prices indicated in words and figures are different, the values indicated in words will be taken into consideration.
5. Total BOQ value are to be indicated in both figures and words.
6. L-1 shall be decided on Total quoted value.

**(Signature and Seal of the Contractor)**

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