



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant, Varanasi-221003

TENDER DOCUMENT

ANNUAL CIVIL REPAIR AND MAINTANANCE WORK OF FACTORY ALL RESIDENTIAL PREMISES & GUEST HOUSE AT HERP, VARANASI.

OPEN TENDER NOTICE NO.: HERP/CIVIL/REV/151/2021-22, DTD. 30.06.2021

Last Date of Sale of Tender	<u>20</u> .07.2021	Time :	01:30PM
Last Date of submission of Tender	<u>20</u> .07.2021	Time :	02:00PM
Date and Time for opening of Technical Bld	<u>20</u> .07.2021	Time :	03:00PM

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Heavy Equipment Repair Plant, Varanasi-221003

Notice Inviting Tender (NIT)

NIT No- HERP/CIVIL/REV/151/2021-22, DTD. 30.06.2021

Sealed tenders are invited for **Annual Civil Repair and Maintenance Work of Factory, All Residential Premises and Guest House at HERP, Varanasi** as per details mentioned under:

Last Date of Sale of Tender	<u>20</u> .07.2021	Time :	01:30PM
Last Date of submission of Tender	<u>20</u> .07.2021	Time :	02:00PM
Date and Time for opening of Technical Bid	<u>20</u> .07.2021	Time :	03:00PM

S. No.	Name of work	Earnest money	Estimated Value of Work	Time of completion	Cost of Tender Document
1.	Annual Civil Repair and Maintenance Work of Factory, All Residential Premises and Guest House at HERP, Varanasi	NIL*	Rs 6.11/- Lacs plus GST	01 Year from date of commencement	Rs 200+18% GST

- *Tenderers have been exempted from depositing EMD vide OM (No. F.9/4/2020-PPD, dated-12.11.2020) of Department of Expenditure, Procurement Policy Division, Ministry of Finance, Government of India.
- Tenderer shall deposit the above tender cost (non-refundable) through NEFT / QR Scan to the following BHEL bank Account or through separate DD drawn on any nationalized bank:
Bank Name: State Bank of India, IFSC Code: SBIN0000201, Account No: 011103264820, Branch Code: 0201, Address: State Bank of India, Main Branch Kachaheri, Varanasi.
- In case of MSME/NSIC vendors, valid EM-II certificate along with MSME certificate must be submitted for Tender cost exemption.
- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions / Clarifications, etc. to the tender will be hosted on website i.e. http://www.bhel.com/index.php/latest_tenders & <https://herp.bhel.com/> only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.
- Tender documents shall be taken from office of undersigned and can also be downloaded from above website.
- All interested bidders are requested to contact undersigned for any query or clarification

(Issued by)

Email: hemendra@bhel.in

Contact: 0542-2720836/37

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



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DIRECTIONS TO PARTIES FOR TENDERING

1. Parties may visit the site for assessment of actual quantum or nature of work if they wish before quoting their rates.
2. **PMD Contractors as per category based on value of work shall only submit documents mentioned at point no 3, 4, and 5 of Part-I Technical Bid.**
3. The bidder should submit separate Part I Technical Bid & Part II Price Bid as per details mentioned under:

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Details of Bid & Bidder (To be filled by bidder)
2. Signed and stamped copy of Prequalifying Criteria (PQR) along with documents in support of meeting the same.
3. Signed and stamped copy of Special Terms & Conditions- Annexure A
4. No deviation certificate – Annexure-B
5. Signed and stamped copy of Annexure –C (Price Bid) with “Quoted” written in place of rates.
6. Signed & stamped copy of General condition of Contract. -Annexure-D

Part-II (PRICE BID)

1. Duly filled signed & stamped Annexure-C (Price Bid)

Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.

If through courier or post

Dy.Manager (Maint.)
BHEL, HERP
Tarna, Shivpur,
Varanasi
U.P.-221003
Tel: 0542-2720836

If delivered in tender box;

Dispatch Cell, HR Office.
BHEL, HERP
Tarna, Shivpur,
Varanasi
U.P.-221003

4. Tenders shall be opened by authorized officers of BHEL at their office in presence of finance department representative at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
5. A representative of bidder (only 01 per bidder) shall be permitted to be present at the time of opening of Part I – Techno-commercial bid & Part II- Price bid opening. However, ***the bidder should give prior intimation of the same & seek permission after giving details of its representative by contacting designated person as per details mentioned in NIT at least 02 days in advance.***



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6. The successful Tenderer shall submit required security deposit (SD) and must sign contract agreement within 15 days from the date of Letter of Intent (LOI) given by Bharat Heavy Electricals Limited and further start the work under reference.
7. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.

G. S. Tiwari
28/06/2021
(G. S. Tiwari)

[Signature]



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

(a) Bidder Offer No.: _____ Date: _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

(g) Address of the Bidder: _____

PIN code: _____

(h) Contact No. of the Bidder: _____

(i) Email ID of Bidder: _____

Certificates to be attached:

1. Copy of the proof indicating the nature, Date of establishment and address of the organization, PAN, GST Registration certificate.

(Signature)

(Signature)



(S1) (S4)

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PRE-QUALIFYING CRITERIA (PQC)

TECHNICAL QUALIFICATION

Experience of having successfully completed similar work awarded at any Government Organization, Government undertaking/ enterprises or reputed private organization in last 7 years from the date of NIT as per details mentioned hereunder:

Three completed works having total award value of each contract not less than Rs.2.44 Lacs (40% of Total Value) plus taxes extra.

Or

Two completed works having total award value of each contract not less than Rs. 3.05 Lacs (50% of Total Value) plus taxes extra.

Or

One completed work having award value not less than Rs. 4.88/- Lacs (80% of Total Value) plus taxes extra.

The bidder should be well experienced in field of similar work that is defined below.

Similar works means

"Annual Civil Repair and Maintenance Work"

Note: -

1. BHEL HERP PMD Contractors as per category based on value of work shall be exempted from submission of documents related to PQC as mentioned above. They should only submit **documents mentioned at point no 3, 4, and 5 of Part-I Technical Bid** as mentioned in DIRECTIONS TO PARTIES FOR TENDERING.
2. Copy of work order or completion certificate or Commissioning certificate or MOM (confirming completion or Commissioning of work) or handing over certificate from Bidder's customer for similar works shall be submitted in Techno-commercial bid. BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & email address of issuing authority is to be submitted by the Bidder in Techno- commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).

FINANCIAL QUALIFICATION

Bidders should have minimum annual turnover of Rs 1.83 Lacs (30% of Total Value) during the last 03 financial years 2017-18, 2018-19 and 2019-20. Bidders can also submit their ITR's (Income Tax Returns) of the years where their gross income will be considered for vetting the turnover criteria.



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Annexure-A

विशेष नियम तथा शर्तें

विषय:- हर्प कारखाना परिसर, सभी आवासीय परिसरों तथा अतिथि गृह के सिविल अनुरक्षण कार्य के वार्षिक अनुबन्ध कार्य के संदर्भ में ।

01	भेल अनुबंध की 26 पेज की सामान्य शर्तें इस अनुबंध पर लागू होगी। कार्य की विशेष नियम तथा शर्तों एवं सामान्य शर्तों में कोई भिन्नता होती है तो विशेष नियम तथा शर्तों को प्राथमिकता दी जायेगी ।
02	यह कार्य हर्प कारखाना परिसर सभी आवासीय कालोनी (तरना, शिवपुर, चौकाघाट) एवं अतिथि गृह में कार्यावित होगा।
03	पार्टियाँ अपनी निविदा दरें भरने से पहले कार्य की प्रकृति की जानकारी अवश्य प्राप्त कर लें।
04	कार्य में प्रयुक्त होने वाले W.C. Sheet (Indian or European), Wash basin, Flushing Cistern इत्यादि PARYWARE/ HINDWARE का, शौशा MODIGUARD/ SAINT-GOBAIN का प्लेन/ पिन हेड अथवा रंगीन हो सकता है । GI Pipe क्लास-बी TATA/ JINDAL/ KALINGA/ PRAKASH की होनी चाहिए।
05	कार्य में प्रयुक्त सभी टाइल्स (वाल, फ्लोर आदि) कज़ारिया/ जॉनसन/ सोमानी निर्माता की होनी चाहिये। एवं उसके Color/ Design का चयन प्रभारी इंजीनियर द्वारा किया जायेगा।
06	कार्य में प्रयुक्त सीमेंट सिर्फ ए.सी.सी./ बिरला सम्राट/ अल्ट्राटेक/ बिरला गोल्ड की ही होनी चाहिये और सीमेंट की उत्पादन की तिथि 2 महीने से पुराना नहीं होना चाहिये।
07	कार्य में प्रयुक्त सभी TMT Bars -SAIL/ कामधेनु/ टाटा/ बालमुकुन्द/ प्रीमियम निर्माता का होना चाहिये।
08	कार्य में प्रयुक्त पी०वी०सी पाईप PRINCE/ SUPREME/ FINOLEX/ ASHIRVAD निर्माता की एवं IS CODE के अनुसार होनी चाहिये।
09	आइटम सं. 18.48A के अंतर्गत प्रयुक्त होने वाले वाटर स्टोरेज टैंक सुपरकान/ विक्टस/ प्रिंस/ सिटेक्स निर्माता की एवं IS CODE : 12701 के अनुसार होनी चाहिये ।
10	नॉन शेड्यूल मदों के अंतर्गत प्रयुक्त Health Faucet एवं Shower- Jaquar/ Hindware/ Plumber मेक की होनी चाहिये ।
11	उपर्युक्त वर्णित शर्तों सं०-4 से 10 तक में वर्णित सामग्रियों की ब्राण्ड की अनुपलब्धता पर प्रभारी इंजीनियर द्वारा लिया गया निर्णय अंतिम होगा एवं सभी सामग्रियों को इस्तेमाल से पहले प्रभारी इंजीनियर से उनके निर्माता एवं वैधता की जाँच आवश्यक होगा। जाँच के उपरांत ही उपर्युक्त सभी मद कार्य स्थल पर ले जाया जा सकता है।
12	पार्टी को RCC/ PCC के तराई हेतु पी० वी० सी पाईप एवं जूट की बोरी (Gunny Bags) की उपलब्धता सुनिश्चित करनी पड़ेगी ।
13	कार्य की समाप्ति अवधि एक वर्ष होगी जिसकी गणना कार्यारम्भ तिथि से की जायेगी।
14	पार्टी सभी कार्यों को प्रभारी इंजीनियर के अनुदेश पर कार्यावित करेंगे।
15	पार्टी के बिल से सभी करों की कटौती वर्तमान सरकारी/ भेल नियमों के अनुसार की जायेगी। पानी हेतु कटौती बीएचईएल में वर्तमान में प्रचलित दर (रु.1.00 प्रति रु.1000.00) से की जायेगी तथा Fabrication कार्य हेतु विद्युत की आपूर्ति भेल द्वारा निशुल्क की जायेगी।
16	कार्य के दौरान होने वाली किसी भी दुर्घटना जैसे किसी का घायल होना या सामग्री का खोना के लिये ठेकेदार/ पार्टी स्वयं जिम्मेदार होगा, इसमें किसी भी प्रकार की कोई जिम्मेदारी भेल की नहीं होगी
17	निविदा की दरों पर अधिलेखन या कटिंग होने पर निविदा को निरस्त किया जा सकता है। कृपया पार्टी अपने सभी शोधन (सुधार) पर अपने हस्ताक्षर करें। अधूरे तथा अहस्ताक्षरित निविदाओं पर विचार नहीं किया जायेगा।



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18	OFFICE MEMORANDUM संदर्भ संख्य F9/4/2020-PPD दिनांक 12/11/2020, Ministry of Finance, Government of India (संदर्भ CP-15 से 18) के अनुसार इस कार्य के लिये अग्रिम धन (Earnest Money) के रूप में कोई भी शुल्क नहीं लिया जायेगा।
19	बीएचईएल हर्प के नियमों के अनुसार सफल ठेकेदार को प्रतिभुति राशि (Security Deposit) जमा करना होगा जिसकी सूचना सफल ठेकेदार को आशय पत्र (LOI) में दी जायेगी।
20	कार्य समाप्त करने के 5 (पाँच) दिन के अंदर कार्यस्थल को साफ करना होगा। 5 (पाँच) दिनों के अंदर कार्य स्थल साफ नहीं करने पर प्रति दिन ₹.500.00 (पाँच सौ मात्र) की कटौती ठेकेदार के किसी भी प्रकार की बीएचईएल द्वारा देय राशि से की जायेगी।
21	कंक्रीट की त्वरित तोड़ाई हेतु विभाग में मौजूद Demolishing Hammer ठेकेदार के लिखित अनुरोध पर दिया जा सकता है। परंतु इसके लिये ₹. 100/- प्रति दिन की कटौती ठेकेदार के किसी भी प्रकार की बीएचईएल द्वारा देय राशि से कर ली जायेगी। साथ ही इस Hammer की chisel क्षतिग्रस्त होती है तो chisel (BOSCH Make) के क्रय मूल्य की कटौती पार्टी भी ठेकेदार के किसी भी प्रकार की बीएचईएल द्वारा देय राशि से की जायेगी।
22	जीएसटी (GST) का दर कुल कार्य मूल्य पर 18% होगा जो की बीएचईएल द्वारा अलग से देय होगा। ठेकेदार को यह बात ध्यान में रखकर इस कार्य में होने वाले इनपुट टैक्स क्रेडिट के प्रभावानुसार अपना प्रतियोगी दर प्रस्तुत करना है।
23	<p><u>PAYMENT TERMS:</u></p> <p>BHEL HERP will make payments in two parts:-</p> <p>PART-1: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER WORK ORDER PAYMENT TERMS.</p> <p>PART-2: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITION:</p> <p>(A) PAYMENT OF GST AMOUNT IN TO GOVT ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL</p> <p>(B) FILING OF GST RETURN WITHIN SCHEDULED DATE</p> <p>(C) DISPLAY OF GST CREDITS AGAINST BHEL GSTIN NO 09AAACB4146P2ZC ON GSTN PORTAL.</p> <p>NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE</p> <p><u>TAXES & DUTIES CLAUSE:</u></p> <p>1. Goods and Service Tax (GST) for the execution of the contract shall be payable extra as per prevailing rate (Present rate 18%)</p> <p>2. New taxes and duties ,if imposed subsequent to the due date of offer submission by statutory authority during contract period(including extension if the same is not attributable to you)shall be reimbursed by BHEL on production of relevant supporting documents to the satisfaction of BHEL. However you shall take prior approval from BHEL before depositing new taxes and duties.</p>



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Annexure-B

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above NIT No. HERP/CIVIL/REV./151/21-22 DTD 30.06.2021 we hereby accept all terms and conditions of the above tender except the following (Give reference to Clause Nos. of Terms & Conditions which is not acceptable): **(Strike which is not applicable):**

1.

2.

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

(Sign & Stamp of bidder)







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Annexure-C

PRICE BID (PART-II)

BOQ & Price Schedule

Important Instruction:-

1. Item & its rate pertaining to all scheduled items are taken from DSR'16. Bidder is to quote their premium/ discount in form of %below OR At par OR % Above over total basic cost on scheduled items i.e. Rs. 611766.97

2. GST for this work shall be 18% on gross value and paid extra. Bidder must quote their rate considering the same.

3. Lowest bidder shall be decided on overall cost by adding cost on Scheduled items and Non Scheduled item including their premium/ discount.

Name of Work:- Annual Civil Repair and Maintenance Work of Factory all Residential Premises & Guest House at HERP, Varanasi.

Sl. No	DSR'16 Code	Description of work	Quantity	Unit	Rate	Amount
(A) Scheduled Items (Based on DSR-2016)						
1		Carriage of material up to 1 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	10.00	cum	78.68	786.80
(ii)	1.1.2	Earth	10.00	cum	98.34	983.40
(iii)	1.1.8	Bricks	10.00	1000 No	209.80	2098.00
(iv)	1.1.10	Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100mm dia and other heavy materials	0.50	Ton	69.93	34.97
(v)	1.1.11	Steel	0.50	Ton	69.93	34.97
(vi)	1.1.12	Timber	0.50	cum	89.91	44.96
2		Carriage of material up to 5 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	1.00	cum	119.33	119.33
(ii)	1.1.11	Steel	0.50	Ton	106.07	53.04



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(iii)	1.1.12	Timber	0.50	cum	136.38	68.19
3		Carriage of material up to 12 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	1.00	cum	176.99	176.99
(ii)	1.1.11	Steel	0.50	Ton	157.35	78.68
4	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	30.00	cum	125.95	3778.50
5	2.8.1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	20.00	cum	166.40	3328.00
6	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift up to 1.5 m.	10.00	cum	125.75	1257.50
7	2.27	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	10.00	cum	917.75	9177.50
8	2.35.5	Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti termite treatment (excluding the cost of chemical emulsion): Treatment at points of contact of woodwork by chemical emulsion Chlorpyrifos/Lindane (in oil or kerosene based solution) @0.5 liters per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.	10.00	Metre	191.40	1914.00
9		Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work				



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		up to plinth level :				
(i)	4.1.2	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	4.00	cum	5924.65	23698.60
(ii)	4.1.3	1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	4.00	cum	5481.95	21927.80
(III)	4.1.5	1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size).	4.00	cum	4927.00	19708.00
(iv)	4.1.8	1:4:8 (1 Cement: 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	4.00	cum	4478.15	17912.60
10	4.10	Providing and laying damp proof course 40 mm thick with cement concrete 1:2:4 (1 cement: 2 coarse sand (zone-III):4 graded stone aggregate 12.5 mm nominal size).	10.00	sqm	263.10	2631.00
11	4.12	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	10.00	Per 50 kg of cement	47.95	479.50
12		Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level.				
(i)	5.1.2	1 : 1.5 : 3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	4.00	cum	6215.35	24861.40
(ii)	5.1.3	1 : 2 : 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	4.00	cum	5772.65	23090.60
13	5.2.2	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-III) : 3 graded stone aggregate 20 mm nominal size).	2.00	cum	7145.80	14291.60
14	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having	5.00	cum	7390.80	36954.00



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		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-III) : 3 graded stone aggregate 20 mm nominal size).				
15		Centering and shuttering including strutting, propping, etc. and removal of form for all height:				
(i)	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete.	10.00	sqm	193.95	1939.50
(ii)	5.9.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	10.00	sqm	378.60	3786.00
(iii)	5.9.3	Suspended floors, roofs, landings, balconies and access platform.	sqm	10.00	422.30	4223.00
(iv)	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	sqm	10.00	342.90	3429.00
(v)	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts.	sqm	10.00	467.85	4678.50
(vi)	5.9.15	Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, and, copings, bed plates, anchor blocks and the like	sqm	1.00	193.95	193.95
(vii)	5.9.16.1	Edges of slabs and breaks in floors and walls:- Under 20 cm wide	Metre	2.00	122.20	244.40
16	5.22.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level:- Thermo-Mechanically Treated bars of grade Fe-500D or more	kg	250.00	56.60	14150.00
17	5.22A.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level:- Thermo-Mechanically Treated bars of grade Fe-500 D or more.	kg	200.00	56.60	11320.00
18	6.1.2	Brickwork with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in foundation and plinth in-cement mortar 1:6 (1 cement:6 coarse sand).	cum	5.00	4751.65	23758.25



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19	6.4.2	Brickwork with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes & sizes in cement mortar 1:6 (1 cement: 6 coarse sand).	5.00	cum	5582.85	27914.25
20	6.13.1	Half brick masonry with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:3 (1 cement : 3 coarse sand).	1.00	sqm	708.70	708.70
21		Providing and fixing 18 mm thick gang saw cut mirror polished premoulded and prepolished machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size of approved shade, colour and texture laid over 20 mm thick base cement mortar 1 : 4 (1 cement : 4 coarse sand) joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.				
		Raj nagar plain white marble/ Udaipur green marble/ Zebra black marble.				
(i)	8.2.1.2	Area of slab over 0.50 sqm	1.00	sqm	1850.15	1850.15
		Granite of any colour and shade				
(ii)	8.2.2.2	Area of slab over 0.50 sqm	1.00	sqm	3113.30	3113.30
22		Providing edge moulding to 18 mm thick marble stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc., complete as per design approved by Engineer-in-charge.				
(i)	8.3.1	Marble work	1.00	Metre	144.70	144.70
(ii)	8.3.2	Granite Work	1.00	Metre	245.70	245.70
23	8.6	Mirror polishing on marble work/Granite work /stone work where ever required to give high gloss finish complete.	1.00	sqm	231.50	231.50
24	9.1.1	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold	0.05	cum	92743.05	4637.15



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		fast lugs or dash fastener shall be paid for separately): Second class teak wood.				
25	9.5.1.1	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows including ISI marked M.S press butt hinges bright finished of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge: Second class teak wood 35 mm thick shutters.	2.00	sqm	2548.15	2548.15
26	9.21.2	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part-I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters :30mm thick including ISI marked stainless steel butt hinges with necessary screws.	2.00	sqm	1559.75	3119.50
27	9.23	Extra for providing lipping with second class teak wood battens 25 mm minimum depth on all edges of flush door shutters (over all area of door shutter to be measured).	2.00	Sqm	365.85	731.70
28	9.27.1.1.1	Providing and fixing wire gauge shutters using galvanized M.S. wire gauge of average width of aperture 1.4mm in both directions with wire of dia 0.63mm for doors ,windows clerestory windows with hinges & necessary screws: 35 mm thick shutters with ISI marked M.S pressed butt hinges bright finished of required size :Second class teak wood	1.00	sqm	2940.50	2940.50
29	9.65.1	Providing and fixing ISI marked oxidized M.S. door latches conforming to IS:5930 with screws, etc. complete.300x20x6mm.	1.00	each	68.90	68.90
30		Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete :				
(i)	9.66.1	125 mm	1.00	each	28.60	28.60
(ii)	9.66.2	100 mm	1.00	each	22.65	22.65
31	9.67.1	Providing and fixing oxidized M.S. hasp and staple (safety type) conforming to IS:363 with necessary screws, etc.	1.00	each	23.05	23.05



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		complete: 150mm				
32	9.83	Providing and fixing IS : 3564 marked Aluminum die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS: 3564, embossed on the body, door weight upto 35 kg & door width upto 700 mm), with necessary accessories and screw etc. complete.	1.00	each	414.45	414.45
33	9.97.4	Providing and fixing aluminum tower bolts ISI marked anodized (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.	2.00	each	64.30	128.60
34	9.100.3	Providing and fixing aluminum handles ISI marked anodized (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. 75mm	2.00	each	38.95	77.90
35	9.103	Providing and fixing bright finished brass 100 mm mortice latch and lock ISI marked with six levers and a pair of anodized (anodic coating not less than grade AC 10 as per IS : 1868) aluminum lever handles of approved quality with necessary screws, etc. complete	1.00	each	622.15	622.15
36	9.117.1	Providing and fixing factory made uPVC door frame made of uPVC extruded sections having an overall dimension as below (tolerance ± 1 mm) with wall thickness 2.0mm (± 0.2 mm), corners of the door frame to be jointed with galvanized brackets and stainless steel screws. Joints mitred and plastic welded. The hinge side vertical of the frames reinforced by galvanized M.S.tube of size 19 x 19mm and 1mm (± 0.1 mm) wall thickness and 3 nos. stainless steel hinges fixed to the frame complete as per manufacturer's specification and direction of Engineer - in - charge. Extruded section profile size 48x40 mm.	7.00	Metre	216.80	1517.60
37	9.118.1	Providing and fixing to existing door frame 24 mm thick factory made PVC door shutters made of style and rails of a uPVC hallow section of size 59x24 mm and wall thickness 2 mm (± 0.2 mm) with in built	3.00	sqm	1800.45	5401.35



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		edging on both sides. The styles and rails mitred and joined at the corners by means of M.S. galvanised / plastics brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutters reinforced by inserting galvanised M.S. tube of size 20x20mm and 1mm (± 0.1 mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x24mm and 2mm (± 0.2 mm) wall thickness fixed to the shutters styles by means of plastic/ galvanised M.S. 'U' cleats. The shutters frame filled with a uPVC multi- chambered single panel of size not less than 620mm, having over all thickness of 20mm and 1mm (± 0.1 mm) wall thickness. The panels filled vertically and tie bar at two places by inserting horizontally 6mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacture's specification and direction of Engineer-in - charge. (For W.C. and bathroom door shutter)				
38	10.5.2	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using flats 30x6 mm for diagonal braces and central cross piece.	1.00	sqm	2761.90	2761.90
39	10.11.1	Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators, side /top /centre hung, with beading and all members such as F7D, F4B, K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, complete all as per approved design, (sectional weight of only steel members shall be measured for payment):- Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	10.00	kg	113.60	1136.00



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40	10.13.1	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer: Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete blocks 15x10x10 cm of 1 : 3 : 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	40.00	kg	74.05	2962.00
41	10.25.2	Steel work welded in built up sections/framed work including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required: In gratings, frames, guard bar, ladders, railings, brackets, gates and similar works.	50.00	kg	85.95	4297.50
42	11.1.1	Brick on edge flooring with bricks of class designation 7.5 on a bed of 12 mm cement mortar including filling the joints with same mortar with common burnt clay non modular bricks: 1:4 (1 cement: 4 coarse sand).	10.00	sqm	675.95	6759.50
43	11.3.1	Cement concrete flooring 1:2:4 (1 cement: 2 coarse: 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: 40mm thick with 20 mm nominal size stone aggregate.	5.00	sqm	362.60	1813.00
44	11.4	52mm thick cement concrete flooring with concrete hardener topping under layer 40mm thick cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry but excluding the cost of nosing of steps etc. complete.	4.00	sqm	555.25	2221.00
45	11.13.1	Providing and fixing glass strips in joints of terrazo/cement concrete floors. 40 mm wide and 4 mm thick.	5.00	Metre	52.50	262.50



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46	11.26.1	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1:4 (1 cement : 4 coarse sand): 25mm thick	5.00	sqm	1158.10	5790.50
47	11.36	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by engineer-in-charge in skirting, risers of steps and dados over 12 mm thick bed of cement mortar 1:3 (1 cement :3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	10.00	sqm	744.80	7448.00
48	11.37	Providing and laying ceramic glazed floor tiles of size 300X300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20mm thick cement mortar 1:4 (1 cement:4 coarse sand) jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc. complete.	5.00	sqm	688.35	3441.75
49	11.37A	Providing and fixing 1st quality ceramic glazed floor tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	2.00	sqm	660.20	1320.40
50	11.41.2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar	5.00	sqm	1119.40	5597.00



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		1:4 (1 cement : 4 coarse sand) jointing with grey cement slurry @ 3.3kg per sqm including grouting the joints with white cement and matching pigments etc., complete:- Size of Tile 600x600 mm				
51		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				
(i)	12.41.1	75 mm diameter	5.00	Metre	148.75	743.75
(ii)	12.41.2	110mm diameter.	15.00	Metre	236.35	3545.25
52		Providing and fixing on wall face unplasticised-PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion:				
(i)	12.42.3.2	Single tee with door.- 110x110x110 mm.	1.00	Each	181.55	181.55
(ii)	12.42.5.1	Bend 87.5 degree:- 75 mm bend	1.00	Each	76.55	76.55
(iii)	12.42.5.2	Bend 87.5 degree:- 110 mm bend	1.00	Each	113.10	113.10
53		Providing and fixing unplasticised -P.V.C. pipe clips of approved design to unplasticised -P.V.C. rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4 (1 cement:4 coarse sand) and making good the wall etc. complete.				
(i)	12.43.1	75 mm	1.00	Each	182.55	182.55
(ii)	12.43.2	110 mm	10.00	Each	181.40	1814.00
54	12.44	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	1.00	Each	40.90	40.90
		Note :- Rates for external plaster are for height up to 10m from ground level unless otherwise stated.				
55	13.4.2	12 mm cement plaster of mix: 1 : 6 (1	75.00	sqm	168.25	12618.75



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		cement : 6 coarse sand)				
56	13.5.2	15 mm cement plaster on rough side of single or half brick wall of mix: 1 : 6 (1 cement : 6 coarse sand).	75.00	sqm	194.60	14595.00
57	13.7.1	12mm cement plaster finished with a floating coat of neat cement of mix : 1:3(1 cement : 3 fine sand).	40.00	sqm	226.80	9072.00
58	13.18	Neat cement punning.	5.00	sqm	42.60	213.00
59	14.1.1	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of walls complete, including disposal of rubbish to the dumping ground, :With cement mortar 1:4 (1 cement :4 fine sand).	75.00	sqm	264.80	19860.00
60		Renewing glass panes ,with putty and nails wherever necessary including racking out the old putty				
(i)	14.5.1	float glass panes of thickness 4 mm.	5.00	sqm	637.90	3189.50
(ii)	14.5.2	float glass panes of thickness 5.5 mm.	1.00	sqm	898.55	898.55
61	14.6.1	Renewing glass panes ,with wooden fillets wherever necessary : float glass panes of thickness 4mm.	0.50	sqm	852.60	426.30
62	14.9	Renewal of old putty of glass panes (length)	10.00	Metre	25.45	254.50
63	14.10	Refixing old glass panes with putty and nails	10.00	sqm	330.75	3307.50
64	14.72	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for	50.00	Sqm	160.15	8007.50



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		the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.				
65	15.2.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge:- Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).	3.00	cum	997.05	2991.16
66	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	2.00	cum	1454.55	2909.10
67	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar.	10.00	cum	842.75	8427.50
68	15.8.3	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50 m (stacks of cleaned bricks shall be measured) :from brick work in cement mortar.	5.00	1000 No	2798.60	13993.00
69		Dismantling doors, windows and clerestory windows (steel or wood) shutter including chokhats, architrave, holdfasts, etc. complete and stacking within 50 metres lead:				
(i)	15.12.1	Of area 3 sq.metre and below.	2.00	Each	157.85	315.70
(ii)	15.12.2	Of area beyond 3 sq. metre.	2.00	Each	216.40	432.80
70	15.18	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	20.00	kg	2.40	48.00
71	15.23.1	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metre lead .For thickness of tiles 10mm to 25mm.	10.00	sqm	31.55	315.50



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72	15.36	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	30.00	kg	15.05	451.50
73	15.44.1	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge : 15 mm to 40 mm nominal bore	5.00	Metre	63.65	318.25
74	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	150.00	sqm	22.40	3360.00
75	15.59	Dismantling of flexible pavement (bituminous courses) by mechanical means and disposal of dismantled material up to a lead of 1 kilometre., as per direction of Engineer-in-charge	2.00	Cum	204.50	409.00
76	16.18.1	Fencing with angle iron post placed at required distance embedded in cement concrete blocks and every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines, and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 metres (minimum) between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately): Payment to be made per metre cost of total length of barbed wire used. With G.I. Barbed wire.	40.00	Metre	12.65	506.00
77	16.19	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes up to 10 mm dia etc. complete.	10.00	kg	62.05	620.50
78	17.1.1	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast iron P or S trap, 10 Litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS:7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever	1.00	Each	3494.20	3494.20



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		required: White vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests.				
79	17.2.1	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lead , 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle level) , conforming to IS ; 7231 , with all fittings and fixtures complete including cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid.	1.00	Each	3418.70	3418.70
80	17.4.1	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and c.p. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets ,cutting and making good the walls and floors wherever required : One urinal basin with 5 litre white P.V.C. automatic flushing cistern .	1.00	Each	3494.15	3494.15
81	17.7.4	Providing and fixing wash basin with C.I.Brackets,15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: White vitreous china flat back wash basin size 550x400 mm with single 15 mm C.P. brass pillar tap.	1.00	Each	1817.35	1817.35
82	17.7.9	White Vitreous China Surgeon type wash basin of size 660x460 mm with single 15 mm C.P. brass pillar taps with elbow operated levers ISI marked	1.00	Each	2618.75	2618.75
83	17.10.2.2	Providing and fixing Stainless steel A ISI 304 (18/8) kitchen sink as per IS 13983 with C.I.brackets and stainless steel plug 40mm including painting of fitting and brackets ,cutting and making good the walls wherever required : Kitchen sink without drain board :610x460 mm bowl depth 200mm.	1.00	Each	2186.25	2186.25



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84	17.18.1	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS - 7231 , with all fittings and fixtures complete : 10 litre capacity - White.	1.00	Each	831.50	831.50
85	17.28.2.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.Flexible pipe 32mm dia	1.00	Each	73.25	73.25
86	17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing: Rectangular shape 453x357 mm.	1.00	Each	752.80	752.80
87	18.10	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. Internal work - Exposed on wall				
(i)	18.10.1	15 mm dia. nominal bore.	5.00	Metre	186.40	932.00
(ii)	18.10.2	20 mm dia. nominal bore.	5.00	Metre	224.15	1120.75
(iii)	18.10.3	25 mm dia. nominal bore.	2.00	Metre	247.85	495.70
88		Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc Concealed pipe including painting with anti corrosive bitumastic paint, cutting chases and making good the wall.				
(i)	18.11.1	15 mm dia. nominal bore.	5.00	Metre	285.70	1428.50
(ii)	18.11.2	20 mm dia. nominal bore.	5.00	Metre	316.20	1581.00
89		Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.External work				
(i)	18.12.1	15 mm dia. nominal bore.	3.00	Metre	160.20	480.60
(ii)	18.12.2	20 mm dia. nominal bore.	3.00	Metre	186.30	558.90
(iii)	18.12.3	25 mm dia. nominal bore.	2.00	Metre	205.85	411.70
90	18.48A	Providing and placing on terrace (at all floor levels) polyethylene water storage tank IS : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the	50.00	per litre	7.25	362.50



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant, Varanasi-221003

		base support for tank. Circular tank.				
91	19.6.4	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	50.00	Metre	518.55	25927.50
92	21.1.1	Providing and fixing aluminum work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS : 733 and IS : 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom, and sides with required EPDM rubber/ neoprene gasket etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing/paneling, C.P. brass/stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately). For fixed portion				
(i)	21.1.1.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	5.00	kg	355.20	1776.00
(ii)	21.1.1.2	Powder coated aluminium (minimum thickness of powder coating 50 micron)	5.00	kg	384.50	1922.50
93		For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)				
(i)	21.1.2.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	5.00	kg	415.05	2075.25
(ii)	21.1.2.2	Powder coated aluminium (minimum	5.00	kg	444.90	2224.50



(60)

Bharat Heavy Electricals Limited
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		thickness of powder coating 50 micron)				
94		Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass/stainless steel screws, etc. complete as per architectural drawings and directions of Engineer-in-charge:				
(i)	21.2.1	Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.	1.00	sqm	826.35	826.35
(ii)	21.2.2	Pre-laminated particle board with decorative lamination on both sides	1.00	sqm	866.40	866.40
95	21.3.1	Providing and fixing glazing in aluminum 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 aluminum snap beading shall be paid in basic item.): With float glass panes of 4.0 mm thickness	1.00	sqm	741.50	741.50
Total on Scheduled Item						556170.97
(B)Non Scheduled Items						
96	NSI-1	Providing and fixing ABS Health Faucet along with minimum one meter SS flexible pipe and ABS Wall Hook of JAQUAR/ HINDWARE/ PLUMBER make	5.00	No.	1311.00	6555.00
97	NSI-2	Providing and fixing C.P Brass shower rose with 15 or 20 mm inlet. Make L&K/ JAQUAR/ PLUMBER/ BENELAVE: 15 mm Dia	5.00	No.	1041.00	5205.00
98	NSI-3	Dismantling of Wash basin/White glazed fire clay kitchen sink/ Stainless steel kitchen sink/flushing cistern, of any size, including stacking of useful materials near the site and disposal of unserviceable materials within 12 K.m lead	4.00	No.	161.00	644.00
99	NSI-4	Dismantling of orissa pan/European type WC of any size including stacking of useful materials near the site and disposal of unserviceable materials within 12 K.m lead	2.00	No.	327.00	654.00



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant, Varanasi-221003

100	NSI-5	Supply of cow dung manure including loading, unloading and transportation up to BHEL premises through tractor trolley of capacity 80 cubic feet (Approx.)	5.00	No. of trolley	2076.00	10380.00
101	NSI-6	Ploughing and leveling of land inside factory & Township premises by tractor ,its accessories and labour if required .Accumulation of hedges etc. of the leveled area of its suitable disposal .	10.00	Hour	692.00	6920.00
102	NSI-7	Providing JCB for misc. works such as digging soil and leveling of ground, removal of garbage and disposal as per direction of Engineer-in-charge.	10.00	Hour	1061.00	10610.00
103	NSI-8	Fabrication and Erection of Steel Framework, height up to 10 m comprising angle, channel, plate, beam etc including all connections, cleat, gusset including cutting, welding and painting two coat of red oxide primer before two coat of synthetic enamel paint of approved colour and brand complete in all respect as per direction of Engineer incharge. Structural Steel shall be provided by BHEL, free of cost, to the contractor at HERP. Contractor shall arrange its carriage to the site payment for which shall be made as per rate of carriage of steel for required lead.	50.00	Kg	25.52	1276.00
104	NSI-9	Brick on edge flooring with F.P.S bricks complete in all respect including carriage, labour etc with cement sand mortar in 1:4 (1 cement: 4 sand). (Note:- Bricks will be supplied, free of cost, by BHEL as per its availability in HERP/Township premises)	5.00	Sqm	384.00	1920.00
105	NSI-10	Brickwork with F.P.S. bricks in foundation, plinth or superstructure up to 4m above plinth in-cement mortar 1:6(1 cement:6 coarse sand). (Note:- Bricks will be supplied, free of cost, by BHEL as per availability in HERP/township premises.)	2.00	Cum	3026.00	6052.00
106	NSI-11	Providing Skilled Worker viz. Welder, Carpenter, Plumber etc for various miscellaneous work, as and when required, on daily wage basis.	5.00	per day	613.00	3065.00
107	NSI-12	Providing Un-Skilled Workers to work as helper to skilled workmen for various miscellaneous work, as and when required,	5.00	Per day	463.00	2315.00



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Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant, Varanasi-221003

	on daily wage basis.			
Total on Non Schedule Item				55596.00
Total on Schedule & Non Schedule Item				611766.97
I/We hereby quote.....% above/ at par/ %below on all items (Schedule and Non Schedule items) placed at Sl. No - 1 to 107				
In Words:-				

G. S. Tiwari
29/08/2021
(G. S. Tiwari)

H. S. Tiwari
(H. S. Tiwari, E3)

GENERAL CONDITIONS OF CONTRACT (GCC)

REV_00 DATED 11.09.2020



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

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A handwritten signature in black ink, likely belonging to a representative of the client, is located at the bottom right of the page.

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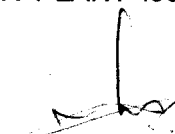
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CHAPTER I

DEFINITIONS

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

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



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



2.0 GENERAL INSTRUCTIONS TO THE TENDERERS

2.1 GENERAL INSTRUCTIONS

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

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

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

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

2.2 SUBMISSION OF TENDERS

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

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

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

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

- Technical specifications of the offer.

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

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

- MSME shall be extended exemptions as per guidelines of Ministry of Micro Small Medium enterprises and Clause 2.5.5.

PART II Price Bid as per NIT.

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

2.3 EVALUATION OF TENDERS

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

2.4 EARNEST MONETY DEPOSIT

2.4.1 Rates of EMD shall be as under:

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

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

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

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

In addition to above, EMD in excess of Rs.2.00 lacs may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

2.4.3. FORFEITURE OF EMD

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

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

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

2.4.5 EMD shall not carry any interest.

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

2.5 SECURITY DEPOSIT 'SD':

2.5.1. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(47) (2)

2.5.3. COLLECTION OF SECURITY:

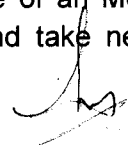
- 2.5.3.1 At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 2.5.3.2 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 2.5.3.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

2.5.4 REFUND OF SECURITY DEPOSIT:

- 2.5.4.1 After expiration of the Defect Liability period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit shall be refunded to the contractor as follows: 100% shall be released after satisfactory completion of the Defect liability period of the work duly after verification/certification by Engineer-In-charge.
- 2.5.4.2 The Defect liability period of work shall be as per section 2.8.

2.5.5. SPECIAL CONDITIONS FOR MSME- EXEMPTIONS

- 2.5.5.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon.
- 2.5.5.2 MSE suppliers can avail the intended benefits as per guidelines of Ministry of MSE only if they submit following documents along with part I bid:
- Attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II)
 - Valid NSIC certificate/UAM certificate
 - EM-II certificate along with CA certificate, where deemed validity of EM-II certificate of five years has expired, applicable for the relevant F/Y (latest audited).
- 2.5.5.3. Date to be reckoned for determining the deemed validity will be the date of bid opening (part -1 in case of two part bid).
- 2.5.5.4. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazetted office.
- 2.5.5.5. In case of any change in the MSE status of the bidder, it shall be responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to notice of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary action



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suspension of the business dealing with the bidder as per procurement policy of BHEL.

2.6 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD

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

2.6.1 BANK GUARANTEES

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

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

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

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

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

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

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

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

G. V. Rao

[Signature]

2.7 TENDOR COST:

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

2.8 VALIDITY OF OFFER:

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

2.9 RIGHT OF BHEL TO REJECT TENDERS:

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

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

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

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

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



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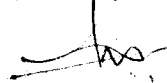
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CHAPTER III

3.0 CONTRACT EXECUTION & PERFORMANCE

3.1. GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION

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





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3.1.11. Contractor shall carry out operations hereunder with due diligence shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job.

3.2. WORK COMPLETION TIME

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

3.3. EXTENSION OF TIME FOR COMPLETION

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

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

3.5. QUANTITY VARIATION

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

3.6. EXTRA WORKS

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

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

3.7. STRIKES & LOCKOUT

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

3.8. DELAY AND EXTENSION OF TIME:

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

3.8.1.1 FORCE MAJEURE

The following shall amount to Force Majeure: -

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

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

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

- Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials; or
 - Inclement weather conditions except in case of Force Majeure;
- 3.8.3. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by factors mentioned in Clause 3.8.1 above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor reports to BHEL in writing the causes of delay within 07 days of its occurrence and the contractor shall not be eligible for any compensations.
- 3.8.4 When in such case(s) the accepting officer (or higher Authority), on recommendation of the Engineer-In- charge, may make fair and reasonable extension, in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer- In-charge in writing, but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-In- charge to proceed with the work.

3.9. INSURANCE

- 3.9.1. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.
- 3.9.2. It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act.
- 3.9.3. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 3.9.4. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer.
- 3.9.5. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
- 3.9.6 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

3.10 TEMPORARY WORKS

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

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

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

Chilwan

[Signature]



VALUATION AND PAYMENT

4.1. RECORDS AND MEASUREMENTS:

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

4.2. RUNNING & FINAL BILLS:

- 4.2.1. For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer-in-charge, the contractor shall prepare & forward certified bills & work out the financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after affecting the recoveries due from the contractor.
- 4.2.2. The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Sr. Engineer. No charge shall be allowed to the contractor on account of the preparation of the final bills.
- 4.2.3. Final bill shall be submitted as per prescribed format after completion of work as per scope and upon material reconciliation (if apply) along with the following –
 - No claim certificate by contractor on a non-judicial stamp paper or Indemnity bond as per prescribed format duly notarized indemnifying BHEL in respect of specified works contract against all claims & demand against third party liability including labour and government agencies.
 - Clearance certificates which ever applicable viz., clearance certificate from customer, various statutory authority like labour department, PF authority commercial tax dept. etc.
- 4.2.4. BHEL shall settle the final bill after deducting all liabilities of contractor to BHEL preferably within 30 days of receipt of invoice complete in all respect.

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4.3. PAYMENT OF BILLS:

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

4.4. RECOVERY FROM THE CONTRACTOR:

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

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
 - b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
 - c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - d) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
- 4.4.3 For civil contracts, recoveries on account of water supply charges shall be made at the rate of 0.1% of executed contract value unless exempted as per terms & conditions of contract.
- 4.4.4 Recoveries for tools, plant, electricity shall be effected as per terms & conditions of the contract.

4.5. TAXES AND OTHER DUTIES:

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

4.5.2. GST RELATED TERMS & CONDITIONS

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

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

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

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

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

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

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor:

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

4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

4.5.2.9 In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

4.5.2.10. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall have made to the contractors simultaneously with their work/services invoices. GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.

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

4.6. INCOME TAX- IT:

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

4.7. MISCELLANEOUS CHARGES:

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

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

4.8. LIQUIDATED DAMAGE (LD)

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

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

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

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

4.9. Risk & Cost Amount against Balance Work

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

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



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

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

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

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

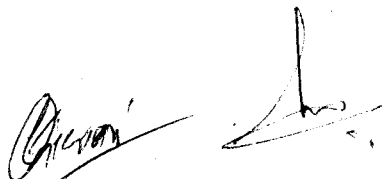
B= Value of Balance scope of Work as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor to be taken as 5

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

4.10. No Interest payable to Contractor

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



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

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

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

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

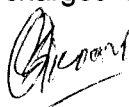
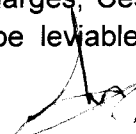
5.3 The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall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

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

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

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

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

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



CHAPTER- VI

6.0 RIGHTS OF BHEL FOR TERMINATION/CANCELLATION OF CONTRACT

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



7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES.

7.1 SETTLEMENT OF DISPUTES & ARBITRATION:

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

7.2. LAWS GOVERNING THE CONTRACT:

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

7.3. ORDERS UNDER THE CONTRACT:

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

7.4. JURISDICTION OF COURT:

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

7.5. CLOSING OF CONTRACTS

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

7.6. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time. (Refer Annexure-A for Guidelines for Reverse Auction – 2020 (AA: SSP: RA:04) revised as on 04.03.2020).

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7.7. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:

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

7.8 PUBLIC PROCUREMENT POLICY:

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

7.9 OTHER ISSUES:

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

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

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

7.10 INTEGRITY PACT (IP):

The revised Implementation Circular, IP document and the IP clause will be applicable for all tenders (covered under Purchase Policy/ Works Policy) above threshold value (presently Rs. 5 Cr.) floated on or after 01st Aug 2018 as per Circular No. 18 of 2018-19 dtd 16.07.2018 (Refer Annexure-E).

G. S. Tiwari
28/06/2021
(G. S. Tiwari)

H. S. Walhi
28/06/2021
(H. S. Walhi, E3)