

TENDER DOCUMENT

NIT No.	RE:MUM:HR:WTC-REN Dated: 20.09.2012
Name of work	Renovation/Modification work of BHEL office at 14th/15th Floor, WTC-1, Mumbai.

CONTENTS

1	Notice inviting tender
2	List of documents to be submitted with tender
3	Instructions for Tenderer
4	Pre-Qualifying Criteria
5	Checklist to be filled up by tenderer
6	Certificate by the tenderer
7	Acceptance Form (Techno-commercial Bid)
8	Special conditions of contract
9	Undertaking by the tenderer
10	Technical Specification for this work
11	General conditions of contract
12	Safety Rules
13	Techno-commercial BOQ
14	Authorization for e-payment
15	Business Rules and terms for Reverse Auction
16	Price Bid



BHARAT HEAVY ELECTRICALS LIMITED

REGIONAL OPERATION DIVISION

14/15 Floor, World Trade Centre -1, Cuffe Parade, Mumbai -400005

Phone: 022-22171220/221 E-mail: aksinha@bhelrmb.co.in

TENDER NOTICE

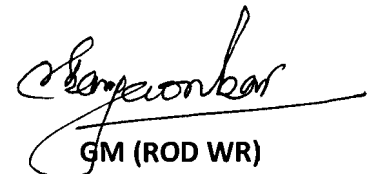
Open tenders are invited in sealed envelopes in three parts, i.e., (i) Pre-Qualification Criteria Offer ii) Techno-Commercial Bid and (ii) Price Bid for the under-mentioned works:

Sl. No	Tender no. & date	Name of work	Earnest Money (Rs.)	Period of work (months)
1	RE:MUM:HR:WTC-REN Dated: 20.09.2012	Renovation/Modification work of BHEL office at 14 th and 15 th Floor, WTC-1, Mumbai.	1,50,000/-	6 months or 2 months from the last front given by BHEL.

Last date for submission of tender	12.10.2012 (15 00 hrs)
Date of opening of tender	12.10.2012 (15 30 hrs)
Place of sale/submission/opening of tender	BHEL, 15 th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005.
Tender cost	Free of Cost

Tender document can be collected in person from the BHEL Regional Operations Division, Mumbai office or can be downloaded from the website. A pre-bid meeting with all the interested parties shall be held on **03.10.2012 at 11 00 hrs** at our office to enable the interested parties to have a look at the site as well as to answer all the queries.

For detailed NIT and downloading of tender document please visit the website www.bhel.in. Amendments/ Corrigendum, if any, would be hosted on the website only.


GM (ROD WR)

LIST OF DOCUMENTS TO BE SUBMITTED FOR THIS TENDER

[Note: All pages must be signed and stamped by the bidder or his/her authorized representative.]

A. PRE-QUALIFICATION DOCUMENTS (ENVELOPE – 1):

1. Copy of proof of valid PF code for the company.
2. Copy of proof of valid ESI code for the company.
3. Copy of proof of Service Tax registration of the company.
4. Copy of labour license to the company.
5. Copy of Work Orders & Completion certificates for similar works executed as per the details given in the pre-qualifying criteria.
6. Proof of documents for having worked previously for any Public Sector Undertaking Company (PSU) for carrying out similar works (if any).
7. Other financial information of the company. The relevant documents as per the list.

B. Techno-Commercial Bid (ENVELOPE – 2):

1. All tender documents duly signed and stamped by the bidder.
2. Blank price bid duly signed and stamped by the bidder.
3. EMD in the form of DD/Pay Order for Rs. 1,50,000/-.
4. Duly filled Checklist.
5. Acceptance form.
6. Certificate by the tenderer on the company letter head.
7. Undertaking by the tenderer.
8. Authorization letter for E-payment duly filled.
9. Techno-commercial BOQ duly signed.

C. Price Bid (NVELOPE-3):

1. Duly filled price bid.

.....
Signature & Name of Contractor
(With Date)

INSTRUCTIONS FOR TENDERER

1. The offer shall be submitted as per the instructions given in tender document. Only one set of tender document duly signed & stamped on each page by authorized representative of tenderer shall be submitted. Tenderer should note specifically that all pages of tender document, including the NIT pages for this particular tender shall be submitted by them (after signing and stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and submitted in separate sealed envelope. In case of any clarification, bidder may contact the BHEL, Regional Operations Division, Mumbai office. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
2. Tender must be submitted in following three parts:
 - a) Pre-Qualification Offer.
 - b) Techno-Commercial Bid.
 - c) Price Bid.

must be sealed in three separate envelopes. NIT No. and name of the contractor and name of work must be written on all the envelopes clearly mentioning the type of bid/offer. The three envelopes must be then sealed in another envelope superscribed with NIT No. , Name of the contractor and name of work.
3. Pre-qualification bid should contain all the documentary proof pertaining to the pre-qualifying criteria dully signed and stamped by the bidder.
4. The Techno-commercial Bids must include the signed tender documents, General conditions of contract, signed bill of quantity, earnest money deposit (EMD), etc.
5. Price Bid should contain the price of each item/description of work as specified in the same format as in the tender document. The rates for each type of work as quoted by the contractor should be inclusive of all taxes, including service tax. Rates must be quoted in figures as well as in words
6. On the date of opening of tender, only Pre-qualification Bids shall be opened. Only those offers/tenderers which are found suitable based on evaluation of Pre-qualifying criteria will be eligible for further consideration for this tender. Intimation regarding opening of techno-commercial bids and the price bid will be sent to the qualified parties of each stage later on.
7. **Earnest money of Rs. 1,50,000/- (One Lakh Fifty Thousand Rupees only)** is to be kept in the envelope of Techno-Commercial Bid (Envelope-2). Bid without requisite earnest money will not be considered. **The earnest money should be in the form of bank DD to be made in favor of "Bharat Heavy Electricals Limited", payable at Mumbai.**

.....
Signature & Name of Contractor
(With Date)

8. BHEL reserves the right to accept or reject any or all offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
9. The interested parties shall be allowed to visit the premises and have a look at the quantum of work to be done in the office premises during the pre-bid meeting. The meeting shall be held **on 03.10.2012 at 11 00 hrs** in our office. The bidders are requested to get all their doubts clarified during the pre-bid meeting only. No bidder shall be allowed to visit the site and no clarifications shall be entertained in any form except during the pre-bid meeting.
10. In case any typographical/other clerical error(s) is (are) noticed by the tenderer in the tender document, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
11. Tenderer must submit complete tender document along with all supporting documents required as proof of meeting the qualifying criteria, duly signed by an authorized signatory.
12. **Evaluation Criteria:** The tender will be evaluated on the total cost to company as per the BOQ (Bill Of Quantity) in the price bid and the L1 bidder will be awarded the contract. The L1 bidder has to give the rate for each item of the BOQ after the completion of the Reverse Auction (RA). Break-up of the rates submitted after the RA should be in the same proportion as the rates submitted in the price bids.

For, Bharat Heavy Electricals Ltd.

GM (ROD WR)

Tel. No. : 022-22182008/022-22171231

FAX. : 022-22151460

E-mail : aksinha@bhelrmb.co.in

.....
Signature & Name of Contractor
(With Date)

PRE-QUALIFYING CRITERIA FOR TENDERER

Tenderer should fulfill the following criteria and submit the following documents in the pre-qualification documents to qualify for the tender:

1	<u>PF – Valid PF Registration</u> Tenderer should submit the company's PF code.
2	<u>ESI -Valid ESI Registration</u> Tenderer should submit the company's ESI code.
3	<u>Service Tax Registration number</u> Tenderer should submit their service tax registration number.
4	<u>Labour License.</u> Tenderer should submit copy of its labour license Or The tenderer should submit an undertaking that they have less than 20 staff and hence don't need labour license.
5	<u>Previous Work Orders:</u> Tenderer should submit proof of having carried out successfully similar nature of work during last 5 years ending date of issue of NIT for this work. Similar work means work involving internal renovation/modification of offices/hotels/ malls or other commercial or residential buildings. In terms of value, the tenderer must meet either of the following conditions. a. Three similar completed works, where each is costing not less than Rs. 30 Lacs. or b. Two similar completed works, where each is costing not less than Rs. 40 Lacs. or c. One similar completed work costing not less than Rs. 60 Lacs. As a proof, completion certificate(s) along copy of work order from the original client(s) must be submitted.

.....
Signature & Name of Contractor
(With Date)

6	Tenderer must submit all supporting documents required as proof of meeting the pre-qualifying criteria duly signed by an authorized signatory.
7	The Tenderer must submit the proof of documents for having worked previously for any Public Sector Undertaking Company (PSU) for carrying out similar works.
8	<u>Financial Information of the company:</u> The tenderer must submit the documents pertaining to the following financial information of the company: a) Latest Net-Worth of the Company (Paid up share capitals + Reserves) – the Net-Worth of the company must be positive. b) Sales/Turnover of the company for the last 3 Years (i.e. 2011-12, 2010-11 and 2009-10) – the average annual turnover should be more than 30 Lacs for the company. c) Cash Profit (PAT + Non Cash Expenditure viz Depreciation) for the last 3 Financial years for the company. The company must have earned profit in the last financial year. d) Current Ratio of the company – the current ratio of the company for 2011-12 should be more than 1 (CA certificate to be enclosed for the above) e) Whether the company is a potentially sick company or has been referred to the BIFR/NCLT. f) Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.

Note:

- BHEL reserves the right to accept or reject any/all tender(s) without assigning any reason thereof.

.....
Signature & Name of Contractor
(With Date)

CHECKLIST

Note: Tenderer must fill in the following details and should specify respective enclosures attached against each requirement in the format itself.

Sr.No.	General Information Required	(to be filled by the tenderer)
1	Name & address of the tenderer	
2	Email ID	
3	a) Phone No. (office) :	
	b) Mobile No. :	
	c) FAX No. :	
4	Name and designation of the official of the tenderer to whom all the references shall be made.	

Sr.No.	Information regarding Qualifying Criteria	(to be filled by the tenderer) Yes/No
5	Whether EMD submitted (by cash/demand draft) Give details.	
6(a)	PF Code No.	
6(b)	ESI code No.	
6(c)	Service tax Registration No.	
6(d)	Labour License No.	
7	Whether financial statement of accounts including tax assessment, audited balance sheet and profit & loss account for the last 3 financial years have been submitted.	
8	Whether proof of having carried out successfully similar nature of work during the last 5 years ending date of issue of NIT for this work has been submitted. Copy of Completion certificate from the original client must be submitted.	

.....
Signature & Name of Contractor
(With Date)

9	Whether acceptance for receiving payment through Electronic Mode has been submitted. Whether enclosed format of E-Mode duly filled & verified by their bankers has been submitted along with cancelled cheque.	
10	Whether complete tender along with supporting documents, duly signed by authorized signatory has been submitted.	
11	Whether acceptance for opening price bid through reverse auction process is submitted. [Refer undertaking by the tenderer].	

.....
Signature & Name of Contractor
(With Date)

CERTIFICATE BY TENDERER
(On the letter head of the bidder)

To,
The GM (ROD WR),
ROD, BHEL, Mumbai

I/ we hereby offer to carry out the work "Renovation/Modification work of BHEL office at 14th and 15th Floor, WTC, Mumbai." against **NIT No. RE:MUM:HR:WTC-REN dated: 20.09.2012.**

I/ we have carefully perused the following documents connected with the above noted work and agree to abide by the same.

1. Specifications mentioned in the tender document for this work.
2. CPWD Specifications as amended up to date/ CPWD schedule of rates.
3. General and Special conditions of contract of BHEL, Schedule A, B and C and tender notice and the bill of quantity (attached herewith).

I/ we forward herewith the sum of Rs. 1,50,000/- (One Lakh Fifty Thousand Rupees Only) as earnest money which shall be refunded should this tender be rejected. I/ we further agree to deposit such sum of money, which shall make up the requisite security deposit for this work as provided in clause 16 of BHEL General Condition of the Contract.

I/ we further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in schedule 'A' and bill of quantities annexed thereto and to carry out such deviations as may be ordered, vide condition 6 of the BHEL General Conditions of the Contract.

I/ we further agree to refer all disputes as required by clause 57 of the said General Conditions of Contract, to the sole arbitration of the officer to be appointed by the Administrative Head of ROD Office of BHEL, Mumbai in his sole discretion whose decision, shall be final, conclusive and binding on both the parties.

Yours faithfully,

Signature of Contractor with name, seal & date

.....
Signature & Name of Contractor
(With Date)

Acceptance Form (TECHNO-COMMERCIAL BID)

S No	Description	Accepted/Not Accepted/Submitted
1	Ernest Money Deposit (EMD) Amount: Rs. 1,50,000/- In the form of DD/Pay Order drawn in favour of : “Bharat Heavy Electricals Limited”	DD No: _____ Dated: _____ Drawn on: _____
2	General Conditions Of Contract	
3	Special Conditions of Contract	
4	Technical Specifications of the Work	
5	Safety Rules	
6	Techno-commercial BOQ	
7	Certificate by the tenderer for compliance to terms.	
8	Authorization for E-Payment.	
9	Undertaking by the tenderer.	
10	Blank Price Bid duly signed and stamped.	

.....
Signature & Name of Contractor
(With Date)

SPECIAL CONDITIONS:

Part A:

1	
a	Contractors are advised to visit the site to assess and acquaint themselves with the actual site conditions/working conditions before quoting the rates. After submission of tender it will be presumed that the tenderer has visited the site of work to see the site conditions/working conditions and has quoted his rates taking into consideration the site conditions/working conditions at site.
b	The work is to be carried out inside a running office. Contractor shall take all precautions to ensure that minimum disturbance is created to office activities.
c	The contractor shall get sample of all material like plumbing items, sanitary fittings, paint, wall and floor tiles, electrical fittings, blinds etc. approved by Engineer In-charge before taking up the work.
d	During execution of the work, an experienced/qualified supervisor/engineer from contractor's side must be present at site all the time to supervise the work and to ensure safety during working.
e	The contractor should submit complete literature of all input materials proposed to be used in the work with its technical details for technical assessment.
f	In case any defect is found during guarantee period of 1 year from the date of completion of work, the contractor will have to repair the same at his risk and cost. The contractor must carry out the required repair within 15 days of notice to this effect by Engineer In-charge, failing which the same will be got done from other contractors at the contractor's risk & cost and the cost for the same shall be deducted from the security deposit by forfeiting it.

Part B:

2	These special conditions shall be read in conjunction with General Conditions of contract.
3	Following order of precedence shall be followed for execution of the work: i) Provisions in drawings and technical specifications. ii) Provisions of special conditions, if any. iii) Provisions as per description of items in the bill of quantities. iv) Latest CPWD specifications (Vol. I to VII). v) Relevant Indian standard Specifications issued by BIS/ applicable International standards. vi) General terms and conditions of the contract.
4	The quoted rates will be for all height, depth, lift, lead, shapes and sizes unless otherwise mentioned specifically in the description of item.
5	All materials, designs and drawings etc. to be supplied by BHEL shall be demanded well in advance giving reasonable time by the contractor during the operation of the contract.
6	Samples of materials, fittings etc. shall be submitted by the contractor and got approved from the Engineer In charge before supply in bulk at site of work. The bulk supply shall strictly conform to the samples approved. The approved samples shall be kept in the custody of the Engineer In

.....
Signature & Name of Contractor
(With Date)

	charge till the completion of the work. The contractor shall get samples tested if so demanded by the Engineer in charge to comply with the required specifications. The cost of the samples so submitted and tests so carried out shall be borne by the contractor.
7	BHEL reserves the right to engage third party agency for quality inspection of all work done and material brought by the contractor for use in work. The contractor shall make all arrangement to carry out the tests so recommended and bear all expenses incurred. The rates quoted by the contractor/tenderer are deemed to include such expenses.
8	Any extra item concerning to the completion of work will have to be executed by the contractor, as per direction of Engineer In charge. The competent authority will decide the rates of such item but on no account the work will be stopped.
9	Quantities mentioned in bill of quantity may vary on either side by $\pm 25\%$, depending on actual requirement at site, but the over deviation in the total value of contract shall be within $\pm 10\%$.
10	The contractor shall observe all applicable provisions of relevant labour laws in respect to working hours, holidays, rest intervals, leaves, bonus, minimum wages and overtime to his employees and applicable local laws and rules applicable in Mumbai. Work in second / third shift, overtime, on Sundays or on other declared holidays should be carried out after getting written permission from Engineer In charge.
11	In case of non compliance of any of the labour laws, the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this, including expenditure on legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
12	No mobilization payment/advance etc. will be paid to the contractor.
13	Sales tax/VAT and other applicable taxes shall be recovered as per rule.
14	Earnest Money deposited by the tenderer will be forfeited if: (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within the period as per LOI/contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract. (iii) After issue of LOI, the tender fails to honour any undertaking submitted by him to meet the qualifying criteria within the specified time frame.
15	Earnest Money deposit shall not carry any interest.
16	Security deposit from successful Tenderer shall have to be deposited before start of the work. The rate of security deposit will be as follows: For works up to Rs. 10 Lakh :10%, above Rs. 10 Lakh up to Rs. 50 Lakh : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakh and for works above Rs. 50 Lakh: Rs. 4 Lakh + 5% of the amount exceeding Rs. 50 Lakh.
17	Security deposit shall be released as follows: 100 % Security Deposit shall be released after satisfactory completion of the maintenance period of the work duly verified by Site In charge and clearing of all dues. The maintenance period of the work shall be one year from the date of Completion.
18	Contractor will have to protect BHEL equipment and material from fire hazards or any other damages or loss. Contractor will keep watch on his employees and he will be liable for any

.....
Signature & Name of Contractor
(With Date)

	pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly liability for any compensation to any outsider on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
19	PROGRESS OF WORK: (a) The work is time bound and works shall have to be carried out at desired pace throughout the execution period of <u>6 Months or 2 months from the last front/section given by BHEL.</u> (b) The detailed monthly bar chart for the activities for each month shall however be submitted by the contractor for approval by BHEL at least five days before start of the work. (c) Work should progress as per the milestone submitted and agreed by BHEL. In case there is shortfall in the value of work done with respect to monthly target, the contractor shall be given opportunity to cover up the pending work in subsequent month.
20	Regular meeting (weekly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
21	The contractor shall have to deploy sufficient number of engineers/supervisors, skilled, semi-skilled and unskilled manpower to ensuring quality of work, timely completion and to ensure safety during the execution of the work.
22	The bidder may have to produce original document/s for verification if so decided by BHEL.
23	All necessary precautions with respect to safety at site and environmental aspects shall have to be taken by the contractor for activities performed by his workmen.
24	For safety in execution of the work, the contractor must ensure that all labour engaged in the work at site should wear required personal protective equipments (PPEs).
25	Period of validity of offer should be 90 days from the date of opening of tender.
26	No escalation in cost will be permitted under any circumstances.
27	The price quoted by the contractor should for the total quantity of work given in the bill of quantity and the quoted price should be inclusive of all taxes and duties & <u>inclusive of Service Tax as applicable</u> .i.e. on total cost to BHEL basis. Note: While raising invoice on BHEL contractor will be required to break up the Billing amount into gross value of work done & tax portion separately. Service tax is payable against service tax registration of the contractor and they have to show service tax portion separately in their invoice.
28	BHEL reserves the right to cancel the tender at any stage of tendering till signing of contract agreement without assigning any reasons thereof. In case the tender is cancelled due to any reason tender cost shall not be refunded.

.....
Signature & Name of Contractor
(With Date)

29	<u>Electricity :</u> Electricity shall be provided free of cost at one point near the site. Any provision for further distribution shall be carried out by contractor at his own cost.
30	Running bills against works contract shall be submitted to the HR department for payment within 15 days from the date of measurement provided the contractor has accepted the measurements, signed the bill form and submitted documents like payment certificate, wage register (form 12,16 &17), copy of PF & ESI receipt, service tax Challan, etc. The payment of the running bills shall be with the completion of each section of the Office in all respects. Both the 14th and the 15th Floors of the office shall be divided into sections. The contractor is supposed to take up each section at a time. All the works as per the description shall be completed by the contractor for each section at a time. The contractor shall have to complete the works in totality the section, get the measurements done with the Engineer In-charge and submit the running bills for payment. The period assigned for the completion of each section shall be mutually decided by the contractor and BHEL before the start of the work. However, the contractor has to finish the complete work in the stipulated period of 6 months. The payment of the running bills will be made within 15 days from the date of submission of the same with all the relevant documents/clarifications if any. The area of office to be covered in each section as mentioned above shall be determined by the Engineer In-Charge and may be changed marginally at the sole discretion of BHEL as per the requirement with prior intimation to the contractor.
31	Final bills against works contract shall be submitted to HR Dept. within two months from date of actual completion of work or within one month from date of measurement whichever is earlier, provided the contractor has accepted the measurements, signed the bill form and submitted documents like payment certificate, wage register (Form 12, 16 &17), copy of PF& ESI receipt, service tax challan and no dues certificate.
32	Tenderer must sign on all pages and fill up the offer in all respect. Incomplete tender document or tender lacking the required information/supporting documents is liable to be rejected.

.....
Signature & Name of Contractor
(With Date)

UNDERTAKING

(To be filled by the Tenderer on the company letter head)

1. I/We have carefully perused all the terms and conditions of the tender, NIT including general conditions of contract and special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in Toto.
2. I/We certify that all information and documents submitted by me/us are genuine and true to best of my/our knowledge. If any information/ document submitted by me/us is/are found to be false/ fake/incorrect at any stage, BHEL has the right to cancel my offer against this tender and forfeit the EMD submitted by me/us.
3. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us.
4. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
5. I/We shall pay minimum wages as applicable from time to time including leave & bonus with wages to my/ our workers as per rules /Act.
6. I/ We shall abide by the Service Tax Act/ Rules as applicable.
7. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
8. I/ we shall maintain valid labour license throughout the period of contract.
9. I/we accept to take the payment through E-Mode.
10. I/we accept to quote the price bid through Reverse Auction (R/A) as per attached annexure.
11. Details of earnest money enclosed with the offer:
 - a) Amount: Rs. 1,50,000/-.
 - b) Demand Draft No.: Date: Bank:

.....
Signature & Name of Contractor
(With Date)

Technical Specifications for the work

1. Work shall be executed as per the specifications/details given in the BOQ.
2. Where ever complete description is not mentioned in the BOQ, CPWD specification(s), relevant IS Code(s) or international code(s) shall be applicable.
3. In case of any ambiguity BHEL's interpretation shall be final & binding.

.....
Signature & Name of Contractor
(With Date)

GENERAL CONDITIONS OF CONTRACT

CONTENTS

S.No.	Description	S.No.	Description
CHAPTER-I		36.	Responsibility for Building
1.	Definitions.	37.	Inspection of works.
CHAPTER-II (Scope of contract)		38.	Insurance
2.	Heading to the conditions.	39.	Damage and loss to private property
3.	Contract documents.	40.	Completion.
4.	Work to be carried out.	41.	Penalty.
5.	Deviations.	42.	Cancellation of contract for corrupt Acts.
6.	Time.	43.	Cancellation of contract due to insolvency, assignment etc.
7.	Stores & Materials	44.	Cancellation of contract for default
8.	Delay and extension of time.	45.	Termination of contract due to death
9.	Patent rights.	46.	Special power of termination.
10.	Octroi & Other Duties.	47.	Fair wage.
11.	Royalties.	48.	Site Clearance
12.	Plant & Equipment		
13. (a)	Assignment of transfer of contract		
13. (b)	Sub contract		
14.	Laws governing the Contract	CHAPTER-IV (Valuation & Payment)	
15.	Compliance to regulations and byelaws.	49.	Record & Measurement
CHAPTER-III (Performance of Contract)		50.	Valuation of deviation.
16.	Security deposit.	51.	Variation of price (Materials) consequent to Act of legislature
17.	Order under the contract.	52.	Final bills.
18.	Admission to site.	53.	Payments of bills.
19.	Contractors Supervision.	54.	Recovery from the contractor
20.	Labour laws to be complied with the contractor.	55.	Post technical Audit
21.	Accommodation for labour.	56.	Refund of security deposit.
22.	Medical Expenses.	57.	Arbitration
23.	Conservancy.	58.	Implementation of provision of the Apprentice Act.
24.	Nuisance.	59.	Safety & Security.
25.	Water & Electricity	60.	Schedule A: List of works & prices
26.	Stores & Materials at site.	61.	Schedule B: Material supplied by BHEL (Free of cost)
27.	Tools & Plants on site.	62.	Schedule C: Issue of tools & plants to the contractor.
28.	Precautions against risks	63.	Annexure B- Format for Contractor Agreement
29.	Notices & Fees.	64.	Format for Indemnity Bond
30.	Setting out of work & protecting/ maintaining signal & marks	65.	Environmental Conditions/precautions.
31.	Site drainage.		
32.	Excavation relics etc.		
33.	Foundations.		
34.	Covering of work.		
35.	Execution of work.		

.....
Signature & Name of Contractor
(With Date)

CHAPTER – I

1. 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) The "CONTRACT" means the documents forming the tender and acceptance thereof together with all the documents referred to therein including General and Special conditions of contract, schedule A, B and C, the CPWD Delhi Schedule of rates 2012 and CPWD specifications Vol. I to VII as amended up to date and the drawings. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "TENDER DOCUMENT" means the form of tender as applicable vide Schedule A, B, C and / or General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- c) The "WORK" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer In-charge in writing the power conferred upon them, 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 or 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) The abbreviations" SE/ Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM/ AGM" means Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr. Dy. General Manager/ Addl. General Manager respectively who will direct the contract.
- g) The" ENGINEER INCHARGE" means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- h) Accepting authority: As per BHEL Delegation of Power
- i) "APPROVED" means the approval of directions of the Sr. Deputy General Manager/ Addl. General Manager / General Manager or person deputed by them for the particular purpose.

.....
Signature & Name of Contractor
(With Date)

1. "Bharat Heavy Electricals Limited" hereinafter referred to as BHEL shall mean the Director / Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the Project Officer or the person authorized to invite tenders and enter into contract for works on behalf of the Company. BHEL means the Bharat Heavy Electricals Limited, Regional Operations Division of the company at Mumbai.
- j) The "CONTRACT SUM" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- k) The "FINAL SUM" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- l) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- m) A "WEEK" means seven days without regard to the number of hours worked in any day in that week.
- n) A "DAY" means a day of 24 (twenty-four) hours irrespective of the number of hours worked or not worked in that day.
- o) A "WORK DAY" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- p) "DEVIATION ORDER" means any order given by the Engineer In-charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- q) "EMERGENCY WORK" means any urgent measures which in the opinion of the Engineer In-charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

.....
Signature & Name of Contractor
(With Date)

CHAPTER - II

SCOPE OF CONTRACT

2. HEADING TO THE CONDITIONS:

The heading to these conditions shall not affect the interpretation thereof. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor

3. CONTRACT DOCUMENTS:

The accepting officer shall furnish to the contractor on demand and at a specified cost, two copies of the signed drawings and schedule if any, and copies of all the drawings and specifications on the site and the Engineer in-charge or his representative shall have, at all reasonable times, access to them.

4. WORKS TO BE CARRIED OUT:

The contractor shall, include all labour, materials, tools, plant, equipment & transport which may be required in preparation for, and in the entire execution and full completion of work. Techno-commercial Bid to have prepared in accordance with good practice and recognized principles & unless otherwise stated the descriptions given therein shall be held to excluding rate on materials, carriage, and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid. Any error in description or in quantity in the Bid or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised there in accordance to the drawings and material workmanship but the articles or materials specified may be obtained from any other firm subject to the prior written approval of the Executive Director of the First Party.

In case of any discrepancy between Bid, the specification and/ or the drawings, 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 reasonably and obviously and fairly intended for the satisfactory completion of the work, whose decision shall be final and conclusive. Such details shall be provided by the contractor without any extra cost as if they were specifically mentioned and shall be deemed to be included in the contract. 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.

.....
Signature & Name of Contractor
(With Date)

5. DEVIATIONS:

The contractor shall not make any alteration and addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer In-charge. No such DEVIATION from the work described in the tender documents shall be valid unless the same has been specifically confirmed in writing.

The Accepting Officer may deviate, either by way of addition, deduction to or deletion of individual item to any extent from the work so described provided that the contract sum thereby carried on the whole, by not more than the percentage set out in the tender documents. The value, of all additions, deductions to or deletions will be added, deducted or to deleted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations, which are to be made on the lump sum assessment or the proposed basis of payment, the extra items allowed, if any, and the date for completion of entire contract.

Any objection by the contractor to any matter consisting the order shall be notified by him in writing to Engineer In-charge within seven days from the date of such order, but under no circumstance shall the work be stopped (unless so ordered by the Engineer In-charge) owing to such difference or controversy that may arise from such an objection by the contractor. The Contractor shall be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with Engineer In-charge regarding the terms of proposed deviation, the objection shall be referred to the Accepting Officer or BHEL Executive as authorized by Accepting Officer whose decision shall be binding on the contractor.

6. TIME :

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

As soon as possible after the contract is let or any substantial work order is placed and before the work is to begin, the Engineer In-charge and the contractor shall (if so required by the Engineer In-charge) agree a time and progress chart for completion of the work within the scheduled time. The chart in the work order shall have the completion date of the individual items/parts 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.

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. The contractor shall suspend the execution of the work or any part or

.....
Signature & Name of Contractor
(With Date)

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.

7. STORE AND MATERIALS:

The contractor shall, at his own expense, supply all stores and material required for the contract other than those listed in schedule "B" which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best kind as described in the specification and the contractor shall ensure that the stores and materials so comply with the specifications. The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of Engineer In-charge, who may reject all stores and materials not corresponding either in quantity or character to the approved samples. The stores and materials so rejected shall be duly replaced by the Contractor in time to ensure completion of the work as scheduled and the rejected stores/ materials shall also be replaced by him at his own cost and effort.

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

8. DELAY AND EXTENSION OF TIME:

If in the opinion of Engineer In-charge/competent authority the work is delayed by any one or more of the following:

- 1) By reason of abnormally bad weather,
- 2) By reason of serious loss or damage by fire,
- 3) By reason of Civil commotion, local combination of worker, strike or lockout, affecting any of the trades employed on the work,
- 4) By delay on the part of the agency or tradesmen engaged by B.H.E.L. in executing work not performing part of this contractor,
- 4) Earthquake
- 5) Floods
- 6) Busy of nation
- 7) Riots
- 8) Non-availability of stores which are responsibility of BHEL etc. the same shall be covered under force majeure.
- 9) By reason of any other cause, which in the absolute discretion of the Engineer In charge is (when he is the accepting officer of the contract) beyond the contractor control.

.....
Signature & Name of Contractor
(With Date)

When in such case(s) the accepting officer, on recommendation of the Engineer In-charge (or higher authority) to be specified in this regard, 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 endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer In-charge to proceed with the work. The delay caused on this account may be waived by the Accepting Officer on merit, based on the written request of the Contractor.

9. PATENT RIGHTS:

The contractor shall fully indemnify BHEL or the agent servant or employees or BHEL against any action, claim or proceeding to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of article or part thereof included in the contract. In the event of any claims being made or action against BHEL in respect of any of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that the payment of indemnity shall not apply when such infringement has taken place, in complying with the specific direction issued by BHEL but the contractor shall pay any royalties payable in respect of any such use.

10. OCTROI AND OTHER DUTIES:

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

11. ROYALTIES:

Royalties if any, fixed from time to time as per prevalent local rules will be recovered for materials, after which the contractor may be allowed to remove from quarries situated on land, which is in the charge of BHEL authorities.

12. PLANT & EQUIPMENT:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

13. A) ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not without prior written approval of the accepting officer, assign or transfer the contract or any part thereof or any share, or interest wherein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor without prior written approval of Accepting Officer to the assignment or transfer of such money.

.....
Signature & Name of Contractor
(With Date)

(b) SUB CONTRACT:

The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Officer. The decision of the accepting authority shall be binding upon the contractor.

14. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Indian Laws for the time being in force.

15. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings with whom/whose systems the work is proposed to be connected. Before making any variation from the drawings or specifications so as to necessitate for such connections the contractor shall give notice to Engineer In-charge specifying the variations proposed to be made and the reasons thereof. Until he has received instructions from the Engineer In-charge in respect thereof, the contractor required shall be bound to give all notice by statute regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

.....
Signature & Name of Contractor
(With Date)

CHAPTER - III

PERFORMANCE OF THE CONTRACT

16. SECURITY DEPOSIT:

- (a) Security deposit from successful Tenderer shall have to be deposited before start of the work. The rate of security deposit will be as follows:

For works up to Rs 10 lacs: 10%;

Above Rs 10 Lacs up to Rs 50 Lacs: Rs 1 Lacs + 7.5% of the amount exceeding Rs 10 Lacs; and

Above Rs. 50 Lacs.: Rs. 4 Lacs + 5% of the amount exceeding Rs. 50 Lacs.

- (b) Security deposit may be furnished in any one of the following forms:

- (i) Cash (as permissible under Income Tax Act)
- (ii) Pay order, Demand Draft in favor of BHEL.
- (iii) Local cheques of scheduled banks, (subject to realization).
- (iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank).
- (v) Bank Guarantee from Scheduled Banks/ Public Financial Institution as defined in the Companies Act subject to a maximum of 50% of total security deposit value. The balance 50% has to be remitted either by cash or in the form of security. The Bank Guarantee format should have the approval of BHEL.
- (vi) Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- (vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- (viii) EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- (ix) The security deposit shall not carry any interest.

NOTE: Acceptance of security deposit against Sl.No. (iv) and (vi) above will be subject to hypothecation or endorsement on the document in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

BHEL shall not be responsible for any loss of securities or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

.....
Signature & Name of Contractor
(With Date)

All compensation or other sums of money payable by the contractor to BHEL, under the terms of contract with BHEL, may be deducted from the security deposit or realized by the sale of the securities or from the interest arising thereof from any sums which may be due or may become due to the contractor by BHEL on any account against this contract or any other contract in BHEL and in the event of his security deposit being reduced by reason of such deduction or sale as aforesaid the Contractor shall within seven days therefrom make good in cash as aforesaid any sum or sums whatsoever against the contractor, such deduction by which the security deposit has been reduced.

17. ORDERS UNDER THE CONTRACT:

All orders, notices etc. to be given 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.

18. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Engineer In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

The contractor shall be provided if necessary or required at site, temporary access thereto and shall modify and maintain the same as required from time to time. He shall take out and clear away and access route when no longer required, restoring the area to its original condition. The Engineer In-charge shall have power to execute other works whether or not connected with the work in contract agreement on the site contemporaneously with the execution of the original work and the contractor shall give reasonable facilities for this purpose.

BHEL reserves the right of taking over at any time any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. The photographs of the site of work or any part therein shall be taken, published or otherwise circulated with the prior approval of Engineer In-charge.

No such approval shall, however, exempt the contractor from complying with any statutory provision in regard to the taking and publication of such photograph. No such approval shall, however, exempt the contractor or shall give him the right to entry to the site at all time. The Engineer In-charge shall have the power to exclude from the site any person of the Contractor whose admission thereto may in his opinion be undesirable for any reason whatsoever.

19. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent agent approved by the Engineer In-charge to act in his stead.

.....
Signature & Name of Contractor
(With Date)

The contractor shall employ such Agent having at least DEGREE of BACHELOR of Engineering from a recognized University for contract value exceeding rupees ten lacs, or having at least a diploma in civil engineering from a recognized college for contract value exceeding Rs.5 Lacs but not exceeding Rs ten Lacs. The employment of any agent as aforesaid shall not be necessary if the contractor himself is in possession of recognized technical qualification and is in opinion of the Engineer In-charge, capable of receiving instructions of the Engineer In-charge and for execution of the works to the full satisfaction of the Engineer In-charge. If the contractor fails to appoint a suitable Engineer/ agent as aforesaid, the Engineer In-charge shall have full power to suspend the execution of work and stop payment of any advance that may become due until such date till a suitable Engineer/ agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition mentioned above.

Orders given to contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

The contractor or his accredited agent shall attend whenever required and without making any claim for doing so, either to the office of the Engineer In-charge or the work site to receive instructions. The Engineer In-charge shall have full power and without assigning any reason, to require the contractor immediately and cease to employ in connection with this contract any agent, servant or employee whose continued employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.

20. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required by the specifications and to the satisfaction of the Engineer In charge.

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 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. Contractor to provide employment card / identity with photograph duly verified and attested by the contractor to his employees. Contractor has to indicate the name of the proprietary/partnership firm/company, place of work, contract no. and duration of validity of card. Contractor will be responsible for good conduct of his employees. In case of any misconduct /misbehavior by any employee, the contractor will replace such employee(s) immediately.

BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL

.....
Signature & Name of Contractor
(With Date)

and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.

The contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission. Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, in accordance with the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contact Labour (Regulation and Abolition) Central Rules 1971 or Minimum Wages Act wherever applicable, including the relevant statutory provisions of the State Government. The contractor shall ensure payment of wages to the Contract labour employed by him latest by 7th of the following month. The above payments shall be verified by the departmental supervisor under his name and designation.
- ii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the Contractor shall comply with or cause to be complied with the BHEL's Contractor's Labour Regulations made by BHEL from time to time or as per the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contact Labour (Regulation and Abolition) Central Rules 1971 and Minimum Wages Act wherever applicable.
- iii) A) The Engineer In-charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workforce by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

B) Under the provisions of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rates as for duty. In the event of default the Engineer In-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the

.....
Signature & Name of Contractor
(With Date)

same to the persons entitled thereto from any money due to the contractor by the Engineer In-charge concerned.

- iv) The contractor shall duly comply with the provisions of the Payment of wages Act-1936, Minimum Wages Act 1948, Employees liability Act-1938, Workmen's compensation Act-1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, EPF and MP Act 1952, Payment of Gratuity Act 1972, Income tax Act, Service Tax Act, Employees State Insurance Act, Payment of Bonus Act 1967 etc. and the Contract Labour (Regulations and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time:
- a) Contractor must ensure payment of PF, pension dues under EPF and MP Act 1952 to the RPFC.
 - b) Contractor must ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. / Card of each employee.
 - c) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slip to his employees.
 - d) The contractor shall furnish proper returns to the concerned statutory authorities like PF etc. and also provide a copy of the same to BHEL.
 - e) In case of non compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc. , the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
 - f) Payment of bonus under the Payment of Bonus Act, payment of Gratuity under the Gratuity Act and retrenchment compensation under act will be the sole responsibility of contractor.
 - g) Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act.
 - h) Contractor will give three National Holidays to his workers.
- v) The contractor shall indemnify and keep BHEL indemnified against statutory payments to be made under for due observance of the laws aforesaid as well as the BHEL contractor's Labour Regulations without prejudice to his rights to claim indemnity from his sub-contractors not affecting BHEL under any event or statutory violation by the contractor.
- vi) The laws aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of the contract.

- vii) Whatever is the minimum wage for the time being, such wage shall be paid by the contractor to the workmen directly without any intervention of jamadar and that jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen and by way of commission or otherwise.
- viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by that jamadar from the wages of workmen engaged by him in the work premises of BHEL.
- ix) All the registers and records shall be preserved in original for a period of 3 years from the passing of final bill and shall be produced on demand before any officer, inspector, etc. of the Government/ BHEL.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expenses arrange for the safety provisions as per BHEL Safety Clause framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities aforesaid the Engineer In-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover in full the costs incurred in that behalf from the contractor.

Should it appear to the Engineer In-charge that the contractor is not properly observing and complying with the provisions of the BHEL Contractor's Labour Regulations and Model Rules and the Contract Labour (Regulation and Abolition) Central Rules 1971, for the protection of health and sanitary arrangements for the workmen employed by the contractor, (hereinafter referred as "the said Rules") the Engineer In-charge shall have the power to give notice in writing to the contractor requiring that the said rules be complied with and the amenities prescribed therein be provided to the workmen within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the workmen as aforesaid, the Engineer In-charge shall have the power to provide amenities herein before mentioned at the cost of the contractor.

- The Engineer In-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employee upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.
- It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/ buildings in that position.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery. The contractor will be liable

.....
Signature & Name of Contractor
(With Date)

for all payments to be made under the law and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.

21 ACCOMMODATION FOR LABOUR:

The contractor shall arrange accommodation for his work people at his own expense during the progress of the work. BHEL will not provide any accommodation or the place for accommodation to the contractor.

22 MEDICAL EXPENSES:

The contractor shall arrange all the medical expense through ESI or at his own.

23. CONSERVANCY:

The contractor shall at his own expenses, carry out all instructions issued to him by Engineer Incharge to effect a proper disposal to night soil and other conservation work in respect of the contractors work people or his employees on the site.

The contractor will bear the cost of any charges levied by the local authority for the execution of such work on his behalf.

24. NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which may cause unnecessary disturbance or inconvenience to the owners, tenants or occupier of other properties near the site and to the public generally and shall secure the efficient protection of streams and water ways against pollution.

25. WATER & ELECTRICITY:

Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-

- i) Electricity shall be provided free of cost.
- ii) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/connection from existing source of supply as directed by Engineer In-charge.
- iii) Department do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

.....
Signature & Name of Contractor
(With Date)

26. STORES AND MATERIALS ON SITE:

All stores and materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer In-charge, where in accordance with the contract, stipulations certain stores and materials (for incorporation in the work) are to be issued to the contractor by BHEL as detailed.

Under schedule "B" such items will be so issued only to the extent required for the actual completion of the work as stipulated in the contract. The decision of the competent authority regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work, the cost will be recovered from the contractor at punitive rates, which will be as mentioned in Schedule "B".

As regard issue of material and stores to be issued to the contractor by BHEL, the contractor shall give the Engineer in-charge reasonable notice in writing of his requirement of such stores/materials and on the approval of his demand being notified to him, he shall make immediate arrangement for drawing the same. Such stores and materials shall be transported by the contractor at his own expense direct from the place of issue to the site of work with the prior written approval, obtained from the Engineer In-charge to take them to a store or work shop or elsewhere. BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or at any factory or workshop or other place where material intended to be used in or on the workshop, or other places such stores or materials are being fabricated or manufactured, or at any place where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer In-charge shall be entitled to have tests made of any stores or materials supplied by the contractor who shall provide at his own expense all facilities which the Engineer In-charge may require for this purpose. If at the discretion of Engineer In-charge, independent expert is employed to make any such tests, his charges shall be borne by the contractor only, if the test disclosed that the said stores or materials are not in accordance with the provisions of the contract.

Should the Engineer In-charge consider at any time during the construction or reconstruction or prior to the expiry of the maintenance period that the stores or materials provided by the contractor are unsound or of a quality inferior to the constructed or otherwise and not in accordance with the contract (in respect whereof the decision of the Engineer In-charge shall be final and conclusive). The contractor shall on demand in writing from the Engineer In-charge specifying the stores or materials complained or notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense to the entire satisfaction of Engineer In-charge and in the event of his failing to do so within a period to be specified by Engineer In-charge in his demand aforesaid, the Engineer In-charge may replace with others, the stores or materials complained of, at the risk and expense in all respect of the contractor.

.....
Signature & Name of Contractor
(With Date)

The liability of the contractor under this condition shall not extend beyond the maintenance period aforesaid except as regard stores or materials, which the Engineer In-charge shall have previously given, notice to the contractor to replace that. (Maintenance period for any work under this organization will be TWELVE MONTHS from the date of actual completion of the particular work and handing over to BHEL in the case of building works and SIX MONTHS for all other works.).

All stores and materials brought to the site shall become and remain the properties of BHEL and shall not be removed from the site without the prior written approval of the Engineer In-charge. However when the work is finally completed, the contractor shall at his own expense forthwith remove from the site surplus stores and materials originally supplied by him and upon such removal the same shall revert and become the property of the fixing in the work and which after making due allowance for the reasonable wear and tear/ or waste have not on completion of the works been so incorporated or fixed, shall be returned by the contractor at his own expense to the place of issue.

Credit for surplus stores and/ or material returned by the contractor to BHEL will be given to him at a price, based on the prevailing market rate but not exceeding that at which the said stores and materials were originally issued to him but due consideration shall be given to the allowance claimed by BHEL, in respect of any depreciation or damage suffered by the stores and / or materials while in the custody of the contractor regarding which the decision of Engineer In-charge shall be final and conclusive.

If in the opinion of the Engineer In-charge (which will be final and conclusive) any stores supplied by the BHEL have either during progress of work or after completion of work but under the custody of the contractor, become damaged to such an extent that they cannot be usefully utilized either in the same work or in other work, the Engineer In-charge shall not accept the stores and in the event of his so rejecting, the contractor shall be charged for the said stores at a rate fixed by the accepting officer. The contractor shall not be entitled to any claim whatsoever on this account.

27. TOOLS AND PLANTS AT SITE:

All tools, plants and equipment brought to site shall become the property of the BHEL and shall not be removed from the site without the prior written approval of the Engineer Incharge. When the work is finally completed or contract is terminated for reasons other than the default of the contractor, the contractor shall forthwith remove from the site all tools, plants and equipment (other than those as may have been provided by BHEL) and upon such removal the same shall become the property of the contractor.

28. PRECAUTIONS AGAINST RISK:

The contractor shall be responsible for providing at his own expense, for all precautions to prevent loss or damage from any and all risk and to minimize the amount of any such loss or damage and for necessary steps to be taken for the said purpose until the works have been handed over complete in all respect to the Engineer In-charge.

.....
Signature & Name of Contractor
(With Date)

The contractor shall provide all watchmen necessary for the protection of site, the work, the materials, tools, plants, equipment and anything else lying in the site during the progress of work. He shall solely be responsible for and shall take all responsible and proper steps for protecting, securing and watching all and/ or about the work and the site which may be dangerous to any person whatsoever.

29. NOTICES AND FEES:

The contractor shall give all notices required by any statutory provisions or by the regulations and/ or bye-laws or any local authority and/or of any public service, company or authority affected by the work or with those systems if the same is or will be contracted. The contractor shall pay and indemnify BHEL against any fees and charges demandable by law under such Acts, Regulations and/ or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

30. SETTING OUT OF THE WORK & PROTECTING/ MAINTAINING SIGNALS & MARKS:

The Engineer In-charge shall supply dimensions, drawings, levels and other information necessary to enable the contractor to set out the work. The contractor shall at his own expense setout accurately according to the drawings, figures and dimensions there, on all the work in the contract and any extras or additions thereto and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals on surface, alignment stones, mile stones and all similar marks whether putting by BHEL authorities for the purpose of checking the contractor's work in the tenure of the contractor, be put under the care of the contractor who shall, at his own expense take all proper and responsible precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever the same may, if deemed necessary, be replaced by the Sr. Manager/ DGM to the contractor's expense and the cost thereof deducted from any money thereon or/ after becoming due to the contractor.

Where requested by the contractor, the level mark, center line and chainage pegs corresponding to those as shown on the drawings, will be pointed out to the contractor on the ground but all bench marks or chainage pegs additional to these shown on the drawing shall be provided by the contractor at his expense.

31. SITE DRAINAGE:

All water that may accumulate on the site during the progress of the work or in trenches and excavations shall be removed by the contractor to the entire satisfaction of the Engineer In-charge at his own expense.

32. EXCAVATION RELICS etc.:

.....
Signature & Name of Contractor
(With Date)

Material of any kinds obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as the Engineer In-charge directs.

All gold, silver, oil and other materials of any description and all precious stones, coins, treasures, relics, antiquities and other similar items which may be found on at/upon the site shall be the property of the BHEL.

33. FOUNDATIONS:

The contractor shall not lay any foundation until the excavations for the same have been examined and approved in writing by the Engineer In-charge.

34. COVERING OF WORK:

The contractor shall give reasonable notices in writing to the Engineer In-charge whenever any work is to be permanently covered or canceled, whether by earth or other means so that it can finally be inspected or measured if necessary. In default of doing so the contractor shall, if required by the Engineer In-charge uncover such work at his own expense.

35. EXECUTION OF WORK:

The work shall be executed in a workman like manner and to the satisfaction in all respect of the Engineer In-charge. The Engineer In-charge will communicate or confirm his instruction to the contractor in respect of the execution of the work in a "WORK SITE ORDER BOOK " maintained at his office and the contractor shall visit this office, daily and shall conform receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order notices in writing within the intent and meaning of these conditions.

The work shall be preferably carried out in parts where the contractor would be supposed to complete all the works in a specific section of the office premises before moving on to the other parts of the premises. The complete work shall be executed by the contractor for that section before starting the work at the other identified section.

36. RESPONSIBILITY FOR BUILDINGS:

In the event of any building or part of any building being handed over to the contractor for execution of work thereto under provisions of the contract, he shall give a written receipt for all fixtures, glasses etc. and shall be required to make good at his own expense all damage resulting from whatsoever cause while in his charge and on completion of the work to deliver up the said building or part thereof in a clean stage complete in every particular to the entire satisfaction of the Engineer In-charge.

37. INSPECTION OF WORKS:

BHEL Officers concerned with the contract shall have power at any time in respect and examine any part of the work and the contractor shall provide such facilities as may be required for such inspection and examination. Should the Engineer In-charge consider at any time during the

.....
Signature & Name of Contractor
(With Date)

construction or reconstruction or prior to the expiry of maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract, in respect whereof the decision of the Engineer In-charge shall be final and conclusive. The contractor shall on demand in writing from the Engineer In-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct, the work so specified, in whole or in part as the case may be, require at his own risk and expense to the entire satisfaction of Engineer In-charge, who may accept the work at reduced rate if deemed fit. However, the liability of the contractor under this condition shall not extend beyond the maintenance period except as regard workmanship, which the Engineer In-charge should have previously given notice to the contractor to rectify.

38. INSURANCE:

The contractor shall take out and maintain the following insurance policies at his cost during the performance of contract for building work inclusive of cost of free issue material (if any) supplied by BHEL:

- i. Contractor's all risk insurance (with the BHEL as the principal policyholder) for the insurance value equal to the total contract price and cost of material such as cement and steel if supplied by BHEL.
- ii. Erection all risk insurance where applicable in the case of erection work.

All risks insurance policy as above shall also cover the following optional extensions:

- i. Maintenance cover of 12 months from the date of contract works are completed and handed over to the principal including indemnity against any loss or damage arising from a cause occurring prior to the commencement of the maintenance period.
 - ii. Construction plant and machinery (if any).
 - iii. Third party's liability.
 - iv. Removal of debris charges.
- a) The insurance covers as above shall remain in full force up to the time of contract work is finally accepted and taken over by the BHEL including 12 months maintenance guarantee period. The contractor shall pay necessary premium as may be required under the terms of the policy.
 - b) The contractor shall submit drafts of insurance policies to BHEL for approval before these policies are taken out.
 - c) The contractor shall deposit the insurance policy/ policies along with the receipts for premium with the BHEL within 14 (fourteen) days from the effective date of this agreement failing which the BHEL shall have the right to take out insurance covers at Contractor's expense and deduct the amount of such premiums paid/ to be paid from any money due or becoming due to the contractor.

39. DAMAGE AND LOSS TO PRIVATE PROPERTY AND INJURY TO WORKS:

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer In-charge and pay compensation for any injury, loss or damage caused to any property

.....
Signature & Name of Contractor
(With Date)

or right whatsoever including property or/ and rights of BHEL (or agent /servants/any outsider or employees of BHEL) and the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL, against all claims enforceable against BHEL) or which would be so enforceable against BHEL were BHEL a private person in respect of any such injury (including injury resulting in death, loss or damage to any person whatsoever or property, including all claims which may arise under Workman's Compensation Act or otherwise.

40. COMPLETION:

The works shall be completed to the entire satisfaction of the Engineer In-charge and in accordance with contractor's forecast of time and progress where operative and that, all unused stores and materials, tools, plant, equipment, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste material and delivered up clean and tidy to the satisfactions of the Engineer In-charge at the contractor's expense on or before the scheduled date of completion. BHEL shall have power to take over from the contractor from time to time such section of work as have been completed to the satisfaction of the Engineer In-charge. The Engineer In-charge shall certify to the state of the work at the end of the maintenance period where applicable.

41. PENALTY:

If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress as set out under the caption "TIME " in clause 6 of these General Conditions, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as Penalty an amount equal to 1% of the contract value for every week of extension sought beyond the scheduled date of completion as shown in schedule " A " of the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the contract sum. Such amount may be adjusted or set off against any sum payable to the contractor under this or any other contract. In case any penalty is to be levied at any stage during the progress of work, reference be made to the clause as mentioned in special condition of tender.

42. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

The Accepting Officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter, BHEL cancel the contract if any of the following cases and the contractor shall be liable to pay to BHEL for any loss or damage relating from any such cancellation to the same extent as provided in the case of cancellation of defaults.

If the contractor---

- A) offers to give or agrees to give to any person in BHEL service, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or for borne to do any act in relation to obtaining or execution of this or any other contract for BHEL service.

OR

.....
Signature & Name of Contractor
(With Date)

- B) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer.

OR

- C) Obtain a contract with BHEL as a result of ring tendering or by non-bearing methods or competitive tendering without first disclosing the fact in writing to the Accepting Officer.

OR

- D) Steal or misuse of any property of BHEL either by himself or through his workmen within his knowledge or convince.

43. CANCELLATION OF CONTRACT DUE TO INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUB-LETTING OF CONTRACT.

The Accepting Officer, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases.

If the contractor -----

- A) being an individual or if a firm, or any partner thereof shall at any time to be adjudged bankrupt or having a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being enforce or make any connivance or assignment or makes unauthorized or illegal arrangement for the benefit of his creditors or propose to do so, or if any application be made under any bankruptcy and for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors,

OR

- B) being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or Manager.

OR

- C) Assigns, sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting Officer.

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at the contractor's risk and expense, provided that, in the event of the cost of completion (as certified by Engineer Incharge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL, and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer Incharge or the same shall be recovered from the contractor by other means.

In case BHEL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the

.....
Signature & Name of Contractor
(With Date)

contractor under this condition shall consist of the cost of materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM / GM, whose decision shall be final and conclusive.

44. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT:

If the contractor—

- (a) Makes default in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after a reasonable notice from the Engineer In-charge.
OR
- (b) in the opinion of the Engineer In-charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work with due diligence and continues in that state after reasonable notice from Engineer In-charge.
OR
- (c) Fails to complete the work, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to BHEL contract.
OR
- (d) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with order properly issued.
OR
- (e) fails to complete the work, work order, and items of work with individual dates for completion and clear the site on or before the date of completion, or if fails to achieve the conditions of contract, the Accepting Officer, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter or do only such work order or items of work in default from the contract at the expense and cost of the contractor. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work as a whole or part to under this contract, the contractor shall either pay the excess amount ordered by Engineer In-charge or the same shall be recovered from the contractor by other means.

In case of BHEL completes the work or any part thereof under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of the materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Competent authority from BHEL whose decision shall be final and conclusive.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retrenchment compensation.

45. TERMINATION OF CONTRACT DUE TO DEATH:

.....
Signature & Name of Contractor
(With Date)

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Accepting Officer shall have the option of terminating the contract without compensation to the contractor authorized survivors.

46. SPECIAL POWERS OF TERMINATION:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable

payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In-charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

47. FAIR WAGE:

Refer clause 20 of General terms and conditions of Contract

48. Site Clearance:

The contractor shall clear/clean the site after completion of work before submitting the payment of final bill.

.....
Signature & Name of Contractor
(With Date)

CHAPTER - IV

VALUATION AND PAYMENT

49. RECORDS AND MEASUREMENTS:

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.

Measurement shall be carried out as per unit mentioned in the bill of quantity (price-bid).

The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.

The Engineer In-charge shall give reasonable notice in writing to the contractor of appointments for measurements.

The contractor shall without extra charge, provide assistance with appliance and other things necessary for measurements.

The contractor shall bear all the cost of measurement of his work.

Measurements shall be entered in the BHEL measurement book and signed and dated by both parties each day 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.

If as a result of such objection it becomes necessary to re-measure 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 net error found by this re-measurement amount to less than 5 % (five percent) of the value as recorded by the first measurement.

If the contractor's representative fails to attend when required, 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.

The contractor shall once in every month, submit to the Engineer with a copy to the concerned Engineer In-charge details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects: -

- (a) Deviation from the item and specification provided in the contract documents.
- (b) Extra items / new items of the work.
- (c) Quantities in excess of those provided in the contract agreement.

.....
Signature & Name of Contractor
(With Date)

- (d) Items in respect of which rates have not been settled, in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

50. VALUATION OF DEVIATION:

Rates for deviated items or new items of work will be fixed as follows.

1. For any items of the work required to be carried out after the contract has been awarded and which is not covered by contractor schedule but is covered by CPWD Schedule in force, the rates payable for such a fresh item will be derived from CPWD Schedule by the method of proportion as follows:
 - (a) In the same proportion to the rate in CPWD Schedule of rates as the tendered rate, for the nearest analogous item of work in contractor schedule bears to the rates for that particular analogous item of work in CPWD Schedule of rates. If a single appropriate analogous item of work is not available in both schedules (contractor & CPWD Schedule) then the method of proportion will be applied to the nearest analogous group of items available.

In both the schedules referred to and for which orders are placed on the contractor i.e. in the same proportion as the total tendered cost of that particular group of items (the sum of the production of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the CPWD Schedule of rates.
 - (b) If even an appropriate analogous group of items or items are not available in contractors schedule and CPWD Schedule, then the method of proportion will be applied to all these items of the whole work, which are available in both the schedule and for which orders have been placed on the contractor i.e. in the same proportion as the cost of all these of work (the sum of the products of the tendered rates and the quantities for which the orders placed bears to the total cost of the same items and quantities at the CPWD rates).
2. If any work not covered by any of the foregoing is ordered on the contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

The selection of analogous items or analogous group of items referred to above shall be done by the Engineer In-charge, where the rates for deviated items or new items of work can be derived by the selection of different analogous items or analogous group of items the lowest of the all such derived rates shall be taken as the correct rate.

In case of the contractor for which the AGM is the Accepting Officer, all disputes regarding the settlement of rates of deviated or new items of work shall be referred to the AGM/ GM whose decision shall be final and conclusive.

.....
Signature & Name of Contractor
(With Date)

51. VARIATION OF PRICE (MATERIALS) CONSEQUENT TO AN ACT OF LEGISLATURE:

No escalation in cost will be permitted under any circumstances.

52. FINAL BILLS:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL forms in duplicate. It shall be accompanied with all abstracts, vouchers etc. in support thereof and shall be prepared, in the manner prescribed by the Engineer In-charge. No claims will be entertained after the receipt of the final bills.

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.

53. PAYMENTS OF BILLS:

The payment of final bill will be made only after successful proving. All payments to be made to the contractor under this contract shall be through Electronic transfer (E-Mode) within a reasonable time after the certification by the Engineer In-charge.

54. RECOVERY FROM THE CONTRACTOR:

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.

55. POST TECHNICAL AUDIT OF WORK & BILLS:

BHEL reserves the right to carry out a post payment audit and technical examination of the work and bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceedings sub-paragraph provided, however, that no such recovery shall be enforced after three years of passing the final bills.

56. REFUND OF SECURITY DEPOSIT:

After expiration of the maintenance period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition 16 above shall be refunded to the contractor as follows: 100% SD shall be released after satisfactory completion of the maintenance period of the work duly verified by

.....
Signature & Name of Contractor
(With Date)

Engineer In-charge. The maintenance period of work is one year from the date of actual completion of work.

57. ARBITRATION:

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, to the other party be referred to the sole arbitration of an officer of BHEL to be appointed by the GM or any other officer who is Administrative Head of ROD, BHEL, Mumbai in his sole discretion whose decision, shall be final, conclusive and binding on both the parties ,unless the parties otherwise agree. Such reference shall not take place until after the completion, alleged completion or abandonment of the work or the termination of the contract. The venue of arbitration proceedings will be at Mumbai. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Mumbai court.

The Administrative Head of ROD, BHEL, Mumbai shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

58. IMPLEMENTATION OF PROVISION OF THE APPRENTICE ACT:

Contractor shall comply with the provisions of Apprentice Act-1961, and the Rules and Orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the Accepting Authority may, in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

59. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-in-charge as he may deem necessary.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen onsite, use safety belt, gloves, helmets, masks etc. as are necessary for their safety.
- c. The contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall

.....
Signature & Name of Contractor
(With Date)

periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required.

- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that their employees / workmen comply with the statutory safety rules and regulations as and also those laid down by BHEL from time to time.
- f. The contractor shall provide at his cost necessary watch and ward force as may be approved by the BHEL to ensure security and safety of all buildings, structures, equipments and materials under their custody at the site of work.
- g. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identify badges to their personnel and workmen, which must be properly displayed by them at site.
- h. In order to facilitate issue of exit gate permits by the BHEL for materials and equipments either during execution or the maintenance period, the CONTRACTOR shall submit to the BHEL list of construction / erection equipment etc. and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles etc. shall be subject to certification by the Engineer In-charge.
- i. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security force or Central Industrial Security Force if engaged by the BHEL for the overall protection of the project.
- j. The contractor shall not allow any visitors on the works except with the written permission of the BHEL.
- k. From the commencement to the completion of work, the contractor shall take full responsibility for the care of the work, constructional plant and equipment and all temporary works and in case any damage or loss shall happen to the work, constructional plant and equipment or to plant temporary work from any cause whatsoever, the contractor shall at his own cost replace or repair and make good the same.
- l. The contractor will notify well in advance to the Engineer-in-charge of his intention to bring to site any container filled with liquid or gaseous fuel explosive or petroleum substance or such chemicals, which may involve hazards. The Engineer-in-charge shall have the right to prescribe the conditions under which such containers are to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The Engineer-in-charge shall have to right at his sole discretion to inspect any such container or such construction plant / equipment, for which material in the container is

.....
Signature & Name of Contractor
(With Date)

required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by BHEL nor shall BHEL entertain any claim of the contractor towards additional safety provisions/ conditions to be provided for/ constructed as per Engineer In-charge instructions compliance to statutory in respect of such conditions will be the sole responsibility of the contractor.

- m. Further any such decision of the Engineer In-charge shall not in any way absolve the contractor of his responsibilities for safety provisions and in case, use of such a container or entry thereof into the site area is forbidden by Engineer In-charge without any cost implications to BHEL or extension of work schedule.
- n. Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosive, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948 and Petroleum and Calcium Carbide Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in-charge. In case, any approval is necessary from the Chief Inspector (Explosives) or other statutory authorities, the contractor shall be responsible for obtaining the same.
- o. All equipment used in construction & erection by the contractor shall meet Indian/ International Standards and where such standards do not exists, contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guide lines/ rules of BHEL in this regard.
- p. Periodical examination and all tests for all lifting/ hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Rules 1910 and associated Law/ Rules in force from time to time. A register of such examinations and tests shall be promptly produced as and when desired by Engineer-in-charge or Safety Officer.
- q. Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need at his own cost as may be directed by Engineer-in-charge who will also have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adoptability.
- r. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders,
- s. Scaffolding, safety belts etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor shall not interfere with or disturb electric fuses, wiring and other electrical equipment belonging to BHEL or other contractors under any circumstances whatsoever, unless specially permitted in writing by BHEL to handle such fuses, wiring or electrical equipment.

.....
Signature & Name of Contractor
(With Date)

Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or BHEL, he shall:

- i) Satisfy the Engineer-in-charge that the appliance is in good working condition.
- ii) Inform the Engineer-in-charge of the maximum current rating voltage and phases of the appliances.
- iii) Obtain permission of the Engineer-in-charge detailing the sockets to which the appliances may be connected.

The Engineer in-charge will not grant permission to connect until he is satisfied that:

- i) The appliance is in good condition and is fitted with a suitable plug.
 - ii) The appliance is fitted with suitable cable having two earth conductors, one of which shall be an earthed metal sheet surrounding the cores.
 - iii) No electrical cable in use by the contractor will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
 - iv) No repair work shall be carried out on any live equipment, the equipment must be declared safe by the Engineer-in-charge and a permit to work shall be issued by Engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/ equipment whether alive or dead suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/ workmen/ officers.
- t. The contractor shall employ necessary number of qualified full time electricians/ electrical supervisors to maintain his temporary electrical installations.
- u. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Engineer In-charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances.
- v. The Engineer In-charge and Safety Officer shall have the right at his sole discretion to stop the work, if in his opinion, the work is being carried out in such a way that it may cause accidents and endanger the safety of the person and/ or property and/ or equipments. In such cases, the contractor shall also be informed in writing about the nature of hazards and possible injury/ accident and he shall remove the shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the respective General Manager within 3 days of such stoppage of work and decision of GM in this respect shall be conclusive and binding on the contractor.
- w. Notwithstanding anything contrary to this, in the event of his workmen, the contractor shall be required to fill Injury Report and submit to the Shop Manager/ Engineer In-charge of BHEL immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules made there under.

.....
Signature & Name of Contractor
(With Date)

- x. The contractor shall not be entitled to any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not necessarily be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- y. The contractor shall follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any demur protest or contest or reservation. In case of any unconformity between statutory requirement and BHEL Safety Rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.
- z. If the contractor fails in providing safe working environment as per the statutory requirements and / or BHEL Safety Rules or continue to work even after being instructed to stop the work by Engineer-in-charge or Safety Officer as provided above, the contractor shall promptly pay to BHEL, on demand, compensation at the rate of Rs. 500/- per day or part thereof till instructions are complied with and so certified by Engineer-in-charge / Safety Officer. However, in case of accident taking place causing death/ injury to any individual the statutory provisions shall apply in addition to compensation mentioned in this para; and the contractor will be solely liable on account of this.

.....
Signature & Name of Contractor
(With Date)

60. SCHEDULE- A

LIST OF WORKS AND PRICES [Price Bid]

Details and quantities of each item of work shown in the “bill of quantities” attached hereto are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the Price Bid.

.....
Signature & Name of Contractor
(With Date)

61. SCHEDULE- B
(MATERIAL SUPPLIED BY BHEL)

BHEL shall not supply any material.

62. SCHEDULE- C
(ISSUE OF TOOLS & PLANTS TO THE CONTRACTOR)

BHEL will not provide any tool or plant for this work.

.....
Signature & Name of Contractor
(With Date)

63. Format for Contract Agreement

[Note: To be typed on Non-Judicial Stamp paper of Rs.200/-]

[Annexure-B]

Contract Agreement

This agreement made this day the..... day of(month) **2012**(year) between Bharat Heavy Electricals Limited, ROD, Mumbai , having its registered office at BHEL House, Siri Fort, New Delhi -110049 (hereinafter called the First Party) of one part and M/s
..... (Hereinafter called the contractor) of second part. The contract will commence on (Date) and will remain valid for a period ofmonths till (Date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.

Whereas the First party is desirous of executing "
..... "(Name of work) at BHEL ROD Office , Cuffee Parade , Mumbai , more particularly described in the Schedule including Drawings and Specifications mentioned in the tender.

Whereas in pursuance of the said contractor's tender being accepted, the First Party has decided to give the aforesaid work to the said contractor and whereas the said contractor has agreed to execute the said work subject to the conditions herein contained in these presents and the works shown upon the said drawing and specifications at the approved rates embodied in the Schedule 'A', 'B' and bill of quantities attached herewith (hereinafter referred as said contract schedule).

And whereas the said contractor has deposited requisite Earnest Money and shall further deposit requisite money towards security deposit as per clause 16 of General Conditions of contract and the same will be refunded to the contractor in accordance with clause 56 of General Conditions of contract. Now these presents witness that in consideration of the said contract schedule as also of agreement of good and faithful service to be rendered and performed by the contractor in execution of the said work, subject to the stipulation hereinafter expressed.

1. That the said contractor will perform the aforesaid work subject to the conditions contained in the General & Special conditions of contract and the contract documents attached herewith as also as indicated in the contract documents including the said contract schedules, specifications and drawings attached and also such other drawings and instructions as may from time-to-time be given by the First Party, and that the said contractor shall be deemed to have carefully examined the General & Special conditions of contract, specifications, schedules, drawings, as aforesaid and related documents, if any, and also to have satisfied himself as to the nature & character of the work to be executed.

.....
Signature & Name of Contractor
(With Date)

2. That at the end of each calendar month or as specified in the contract documents commencing from the date when the contractor commences the work, the First Party will pay to the said contractor, during the progress of the said work at the approved rates as per Schedule 'A' and bill of quantities attached hereto, a sum as determined by the parties in respect of the work executed by the contractor during the month provided that 10% deduction from each running bill as per clause 16 of the General Condition of Contract attached here shall be made till requisite amount of money towards security deposit is deposited. In all other respect as to the mode of payment the parties hereto shall be governed by clause 56 of the General condition of Contract with effect from the date on which the said contract commences / commenced the work.
3. That in all cases of compensation for delays and extension of time, the parties here to shall be governed by the clause 6,8,41 and 53 respectively of BHEL General Conditions of the contract attached herewith.
4. That whenever under this contract or to any other contract, any sum of money shall be recoverable from or payable by the contractor, the sum may be deducted in the manner as set out in clause 50 of the General Conditions of contract as aforesaid.
5. That all the following terms and conditions shall be complied in totality:
 - a) The work to be carried out under this Work order/ agreement except as otherwise provided includes all Labour, materials, T&P which are required in execution and completion of work in manner provided by BHEL, ROD , WTC, Cuffee Parade , Mumbai (Herein after called BHEL).
 - b) All charges on account of octroi, terminal of Sales Tax excise and other duties royalty etc, on materials brought at site for execution of work (excluding materials provided by BHEL free or on payment) shall be borne by the contractor.
 - c) Security deposit shall be released as follows: 100% shall be released after satisfactory completion of the maintenance period of the work duly verified by Site In-charge and clearing of all dues. The maintenance period of work shall be 12 months in case of routine and composite maintenance.
 - d) No work under this work shall be assigned or sub- let without the previous written approval of BHEL.
 - e) Contractor shall commence work from----- and shall complete in all respect within 6 months or within 2 months from the last front given by BHEL.
 - f) Sr. Engineer/ Dy. Manager/ Manager In-charge/ DGM/AGM shall have the right to reject the material brought at site for incorporation in the work if does not conform to the specifications of sample approved.
 - g) The Contractor shall be responsible for care and safe custody of BHEL's property like materials, tools and plants etc. entrusted to him and if necessary arrange insurance at his own expenses.

.....
Signature & Name of Contractor
(With Date)

- h) Material of any kinds found from excavation on the site shall remain the property of BHEL and shall disposed off as the Sr. Engineer/ Dy. Manager/ Manager In-charge/ DGM may direct.
 - i) The Contractor shall identify BHEL against all claims arising out of his negligence of misconduct in the execution of this Work order/ agreement.
 - j) The Contractor shall be responsible to make good and remedy at his own excises any defect which may develop or may be noticed within the maintenance period stipulated in clause 3 above.
 - k) BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise. Engineer/ Sr. Engineer/ Dy. Manager/ Manager/AGM In-charge shall have the right to stop the work at any stage or at any time giving the contractor seven day notice in writing and the measurement of the work shall be made by the Engineer/ Sr. Engineer/ Dy. Manager/Manager In- charge or his authorized representative at any time after giving the notice of the time to the contractor. When payment is made to the contractor based on such measurement he shall have no further claim against BHEL.
 - l) The general condition of contractor BHEL shall apply to this work order/ agreement to extent, they are not inconsistent with any of the conditions stipulated herein.
 - m) If at any time any question dispute of different of materials connected with this work order/ agreement should arise the same shall be referred to the arbitration of a person to be nominated in this behalf by the General Manager/Administrative head of BHEL, ROD, Mumbai and the decision of the arbitrator shall be final and binding on the parties subject to aforesaid the arbitration act 1940 and the rules there under any statutory modifications thereof for the time being in the force shall be deemed to apply to the arbitration providing under this clause.
6. That all orders, notices etc. to be given under the Contract by the First Party shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the contractor, shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him.
- 7 The First Party reserves the right to call for clarifications and interact with the contractor on technical and functional aspects of the works at his discretion. However, if any instruction is to be issued to the Contractor, the same shall be issued through the Engineer Incharge.
8. That the expenses of completing and stamping the agreement shall be borne by the contractor.
9. That the expression of BHEL wherever occurring means Bharat Heavy Electricals Limited, or Owner wherever occurring refer to the First Party, if not mentioned to that effect.
10. In witness whereof, the parties have respectively set their signatures in the presence of:

.....
Signature & Name of Contractor
(With Date)

SIGNATURE OF WITNESS

Name-----

Address-----

Name-----

Address-----

SIGNATURE OF CONTRACTOR

Name-----

Address-----

WITNESS

Name-----

Address-----

Name-----

Address-----

For and on behalf of
M/s Bharat Heavy Electricals Limited
ROD , WTC , Cuffee Parade , Mumbai

.....
Signature & Name of Contractor
(With Date)

64. Format for indemnity Bond

INDEMNITY BOND

[Note: To be typed on Non-Judicial Stamp paper of Rs.200/-]

In consideration of the fact that M/s Bharat Heavy Electricals Ltd., ROD , WTC, Cuffe Parade, Mumbai allowed me to dispense from taking a policy to protect against risks in respect of fires, Burglary, Earthquake, Tempest Flood & Civil war in respect of

Being constructed / executed under the agreement/ work order No. -----

Dated ----- I/We hereby indemnity M/s Bharat Heavy Electricals Ltd., ROD, WTC, Cuffe Parade, Mumbai against any losses that might arise in respect of the said work under the contract agreement mentioned above on account of any of the risks mentioned above & this Indemnity Bond will be valid & binding upon me/ us till the said work is complete & handed – over satisfactory conditions to M/s Bharat Heavy Electricals Ltd., ROD, WTC, Cuffee Parade, Mumbai by me/ us.

CONTRACTOR: _____

WITNESS:

1. _____

2. _____

.....
Signature & Name of Contractor
(With Date)

65. Environmental Conditions/precautions to be followed by the Contractor

Contractor shall ensure that there is no adverse impact on environment due to his/ her activities and services. For this the contractor:

1. Shall prevent leakage from water/ air connections provided to him.
2. Shall ensure that water/ air connections are closed tightly, when not in use.
3. Switch off lights and other electrical equipments/ appliances, when not use.
4. Shall segregate wastes generated at site and ensure disposal of different type of wastes in an environmentally safe manner as per the direction of engineer In-charge.
5. Shall not throw any waste material which has resale value or which can be recycled. Such waste shall be deposited in BHEL's disposal store through the department.
6. Shall not burn or incinerate any waste/ material.
7. Shall ensure not to cause noise pollution due to his/ her activities & services, as far as reasonably practicable.
8. Paint should not fall on the floor/ land. If it falls, it should be cleaned and wiped immediately with cotton jute and put into waste bins provided at the nearest location. All used/ empty paint/ varnish containers should be immediately taken away from the factory.
9. White wash / color wash residue should be put into waste bins provided at the nearest location and not in the drains/ land.
10. The acid should not fall on the ground while taking it to the toilets. If it falls, it should be diluted with water and cleaned. The contractor should ensure that their labour handles the acid carefully to avoid bodily harm. If by accident acid falls on the body, the person concerned should be immediately washed with water and then should be taken for the medical aid.
11. The contractor should ensure that handling and application instructions issued by the manufacturer of anti-termite/ rodent/ wood preservation chemicals are carried and followed by their working staff.
12. The building rubbish should not be left at site and should be filled in low lying areas specified by Engineer I/C. PVC tiles and plastic waste should be put into waste bins provided at the nearest location.
13. Contractor should ensure that oil does not get spilled on the land while removing the oil from drains. If oil gets spilled, it should be cleaned and wiped with cotton jute. This cotton jute should be disposed off to nearest waste bins.

.....
Signature & Name of Contractor
(With Date)

SAFETY RULES

[These rules should be read in conjunction with the safety and security requirements given at S.No. 63 of General conditions of contract]

A. BHEL SAFETY CODE

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period of work as can be done safely from ladder when a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/2 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.2 meters above the ground or floor swing or suspended from an overhead support or erected with stationary support, shall have guard rail properly attached, bolted braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials such scaffolding or staging shall be so fastened as to prevent it from swing from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally and its height of a platform or gangway or stairway more than 3.25 meters above ground level or floor level it shall be closely boarded have adequate width and be suitably fenced, as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed, no portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 meters in length, for longer ladder this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and light to protect public from the accident and shall be bound to bear expenses of defense of every suit-action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay

.....
Signature & Name of Contractor
(With Date)

any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by such person.

6. Excavation and Trenching

All trenches 1.5 meters or more in dept, shall at all time be supplied with at least one adder for each 30 m length or fraction there of ladder shall be extended from bottom of trench to at least 1 mete above surface of the ground. Sides of the trench 1.5 meters or more in depth shall be stepped back to give suitable stopper securely held by timber bracing so as to avoid the danger of sides collapsing excavated materials shall not be placed within 1.5 meters of the edge of trench of half no depth of trench, whichever is more. Cutting shall be from top to bottom under no circumstances shall under mining or under- cutting be done.

7. Demolition :

Before any demolition work is commenced and also during the progress of work

- a) All roads and open areas adjustment to the work site shall be closed or suitable protected.
 - b) No electric cable or apparatus which is liable to be a secure of danger over cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to person employed from the risk of fire or explosion or flooding no floor, or roof or other part of building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of person employed on the site and maintain in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphalaltic materials cement and lime mortar concrete shall be provided with protective footwear and protective gloves.
 - b) Those engaged in handling any material which is injurious to the eye shall be provided with protective goggles.
 - c) Those engaged in welding work shall be provided with welder's protective eye shields.
 - d) Stone breaker shall be protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes which are in use, the contactor shall ensure that manhole covers are opened and manholes and ventilator at least for an hour before the workers are allowed to get into their manholes so opened shall be cordoned off with suitable railing and provide with warning signals or boards to prevent accident to public.

.....
Signature & Name of Contractor
(With Date)

- i) No paint containing lead or lead products shall be except in the form of paste or readymade paint.
- ii) Suitable face masks shall be supplied for use by workers when paint applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
- iii) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precaution shall be taken.

No paint containing lead or lead products shall be used except in the form of paste of readymade paint.

Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint is dry rubbed and scraped.

Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during or cessation of work.

9. When work is done near any place where is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt reuse of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the during the course of the work.

10. Use of hoisting machine and tackles including their attachments, anchorage and support shall conform to the following:

A)

- i) These shall be of good mechanical construction, sound materials and adequate strength and free from defects and shall be kept in good working order.
- ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.

- B) Every crane driver of hoisting appliance operator shall be properly qualified and no person under the age of 21 yrs shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

- C) In case of every hoisting machine and or every chain, ring, hook, shackle swivel and pull block used in hoisting or lowering as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall have the safe working load plainly marked there on in case of a hoisting machine having a variable safe working load, each safe working load at the condition under which it is applicable shall be clearly indicated. No part of any machine or gear referred to above in this paragraph shall be loaded by the safe working load except for the purpose of testing.

.....
Signature & Name of Contractor
(With Date)

D) In case of department machine, safe working load shall be notified by the Engineer-in-charge. As regards contractor's machine the contractor shall notify safe working load of each machine to the engineer-in-charge whenever they brings it to site of work and get it verified by the Engineer in-charge.

1. Motors, gearing, transmission electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient, safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accident descent of load. Adequate precaution shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, working apparel such as gloves, sleeves and boots as may be necessary shall be provided. Workers shall not wear any rings watches, carry keys or other materials which are good conductors of electricity.
2. All scaffolds, ladders and other safety devices mentioned or described here in shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is use. Adequate washing facilities shall be provided at or near the places of work.
3. These safety provision shall be brought to the notice of all concerned & displayed on a notice board at prominent place at the work spot, persons responsible for ensuring compliance with the safety code shall be named thereon by the contractor.
4. To ensure effective enforcement of the rules and regulations relating to safety precaution, arrangement made by the contractor shall be open to inspection by the Engineer-in-charge or his representation and the inspecting officers is defined in the contractor's Labour Regulations.

B) GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITES DURING EXECUTION.

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe-board and handrail for continuous working at heights.
2. Providing safety belt and lifeline at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing ogles and welding screens.
5. Providing acid and alkali poof rubber gloves for handling acids, alkali and chemicals, which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing f the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle
11. Driver of the vehicle must possess license.

.....
Signature & Name of Contractor
(With Date)

12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of the vehicle must be provided.
14. The speed restrictions within the factory must be strictly adhered to.
15. The gas cylinders must always be handled on trolleys or kept tied down not in use. The should never be rolled as Roller for conveying.
16. Cylinders should not used without regulators.
17. All excavations may be barricaded and red belts/lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, with out obtaining necessary work permit.
20. Providing helmet for high level work.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personnel protective equipments (PPE) conform to standard specification as per the details given in the code of conduct.

- (i) Safety helmets confirming to IS-2925:1984
- (ii) Safety Belts confirming to IS-3521:1983
- (iii) Safety Shoes confirming IS-1989:1978
- (iv) Eye and face protection devices confirming to IS-8520:1977 & IS-8940:1978
- (v) Hand and body protective devices confirming to IS-2573:1975
IS-6994:1973
IS-8807:1978
IS-8519:1977

Contractor including the subcontractors, agents and labors engaged on work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not entrusted with further work in this organization.

General :

All tools, tackles, lifting appliances, material handling equipment's scaffolds, cradles, safety nets, ladders, and equipment etc., used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained, before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

C) SAFETY PRECAUTION TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. Vehicle

1. Vehicle carrying materials should have proper registration documents and must be produced on demand by our security staff.
2. The light on right side i.e. over the driver's cabin shall be in working condition. Both the head light as well as park lamps must be in working condition.

.....
Signature & Name of Contractor
(With Date)

II. Movement of Vehicle

1. The vehicle should not travel at more than 20 KMPH in our premises.
2. The driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tanks containers should have grinding chain or the tank container should be coated with insulating material s to avoid static electricity.
4. In road junction, speed breaker and Railway crossing the speed should be lowered and vehicles should proceed cautiously.
5. The driving should be “keep to the left” at all places.
6. The vehicles should not park on the road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the price mover or trailer.
8. The vehicle should pass only through the approved routs. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerk stop or quick turns at excessive speed.

III Shipping

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with “WIRE ROPE”. Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edges of the job and wire rope in order to avoid cut in the wire rope.
6. There must be minimum two fastening and it should be more in case of lengthier loads.
7. The wire rope should be in sound condition i.e. there should not be links knots or bristles etc.
8. The wire rope ends should be clamped with ‘U clamps.
9. The loose pieces should be bundled before loading on the truck.
10. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
11. The materials should not be stacked too high to avoid hitting against live electric lines.

.....
Signature & Name of Contractor
(With Date)

12. The load should not be overhanging more than 0.9 meters from the end of body
13. While transporting the scraps, there must be wire net cover to prevent falling of Scrap.

IV General

The vehicles should not move directly inside the production building in case the materials are to be unloaded there. But the vehicles should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of the shop offices. This will avoid the congestion of blocking of traffic in the gangway.

.....
Signature & Name of Contractor
(With Date)

TECHNO-COMMERCIAL BOQ

Regional Operation Division	
B.H.E.L. ,WTC, Cuffee Parade , Mumbai	
Name of work:	Renovation /modification of interior works in ROD office of BHEL located at 14th and 15th Floor in WTC, Mumbai.
NIT No. : RE:MUM:HR:WTC-REN Dated: 20.09.2012	Date of opening: 12.10.2012
Earnest Money : Rs. 1,50,000/-	Time of Comp.: 6 months or 2 months from the last front given by BHEL.

Abbreviation:
Sqm. - Square Meter
Rm - Running Meter
Cum - Cubic Meter

Sl.No	Description of the item	QTY.	UNIT
1	Providing & Fixing in position 597 X 597 X minimum 8.5 mm thick vitrified ceramic polished tiles of premium quality from Marbonite range of H R & Johnson /. Euro / Kajaria / Asian make of approved color, shade and design on the existing floor with 10 mm thick (average) backing mortar of Roff/Bal make chemical and ponting the joints neatly with cementitious grout of (Roff / Bal) make to match the tiles with appriooved colour material, cleaning etc. complete for flooring and skirting all as per specifications & as recommended by the Manufacturers inculding roughening the existing flooring surfaces, removal of skirting tiles and protecting the new tile surfaces by providing and covering with Polythene sheets and removing the same after the completion of the works, cleaning and disposal of debris, if any, generated during work. Note: Necessary cutting for Electrical / LAN / Telephone conduiting is to be done without extra cost.	1870	Sqm.
2	Providing & laying non-slippery 1st quality ceramic tile for flooring of size 300 mm X 300 mm X 6mm of JOHNSON/ MARBONITE / EURO / SOMANY / KAJARIA over 20 mm thick bedding of cement mortar 1:3, close jointed and pointed with matching cement slurry using white cement mixed with pigment, finished to levels, slope or plumb as required including cutting of tiles, curing, acid washing etc. complete in all respect.	125	Sqm.

.....
Signature & Name of Contractor
(With Date)

3	Providing & laying 1st quality glazed ceramic tile of size 300 mm X 600 mm X 6mm of JOHNSON/ MARBONITE / EURO / SOMANY / KAJARIA in DADO and on walls over 20 mm thick cement mortar 1:3 bedding, with 300 X 600 mm highlighters as per drg., jointed and pointed with matching cement slurry using white cement mixed with pigment, finished to levels slope or plumb as required including cutting of tiles, curing, acid washing etc. complete in all respect.	475	Sqm.
4	Rebate for taking away existing carpet and underlay materials after removing from its location and cleaning the area prior to surface preparation for flooring work and disposing the debris outside W.T.C. premises at Contractor's risk and cost.	1870	Sqm.
5	Providing & fixing 18 mm thk. Granite door frame of approved colour shade in proper plumb and level by using two pieces of 100 mm wide granite patties with 12 mm thk. cement mortar (1:3) bedding including polishing the edges for half round moulding from both sides, making provision for fixing the hinges, making holes for locking arrangements etc. complete in all respect and as per specification at all height and all floors as directed by Engineer-in-charge including removal of existing wooden frames and chipping of plasters/ brickworks / Concrete to make the surfaces suitable for fixing granite. (payment shall be made based on the size of clear opening for door to made. (Basic rate of granite including taxes at source i.e. Mumbai shall be approximately Rs. 2500 / sqm.)	125	Rm
6	Providing and fixing in position counter of 600 mm finished width (approx) for wash basin supported on 25 mm thick kaddappa stone top finished with 18mm thk. Granite slab of approved colour & quality including cutting of opening to the shape of wash basin, machine cut & machine polishing, full round moulding and buffing on all exposed edges in proper line, level & curvature with 20 mm thk. bedding of cement-mortar 1:3 with best workmanship, finishing, curing, cleaning, providing extra triangular kaddappa stone supports to counter at suitable spacing, etc. complete in all respect as per drawing and as directed by Engineer-in-charge. (Basic rate of Granite including taxes at source i.e. Mumbai shall be approximately Rs. 2500 / Sq.m.)	11	Rm

.....
Signature & Name of Contractor
(With Date)

7	Providing and laying/ fixing in position 18 mm thick machine polished coloured granite slab of approved quality including machine / hand cut, polishing the edges full round / half round as required in proper line & level with 20 mm thick cement mortar 1:3 with best workmanship, finishing, curing, etc. complete as directed by the Engineer-in-charge for facia, and skirting/ dado, (Basic rate of Granite including taxes at source i.e Mumbai shall be approximately Rs. 2500 / Sqm.).	7	Sqm.
8	Providing and applying two coats of melamine polish manually and by spray machine as directed by Engineer-in-charge on wooden and veneer surfaces including preparation of surface thoroughly, covering the other affected area and shifting of furniture to be affected, and placing it back to its original position etc. complete.	954	Sqm.
9	Providing and applying two coats of Synthetic Enamel paint of Asian / Nerolac make of approved shade on one coat of primer of approved make including preparing the surfaces, sand papering, filling with putty on uneven surface, scaffolding and cleaning etc. complete.	260	Sqm.
10	Providing and applying one coat of primer and two coats of acrylic emulsion paint of Asian / Nerolac make of approved shade on plastered and Gypsum surface including preparing the surface, removal of old paint, sand papering, filling the cracks with polymer based crack seal, scaffolding and cleaning etc. complete.	2100	Sqm.
11	Providing and fixing 5.5 mm thick mirror with 9 mm thk. BWR plywood backing and 50 mm wide teak wood moulding of approved design all around finished with two coats of melamine polish, CP screws fixed to wall etc. all complete as directed by Engineer-in-charge.	16	Sqm.
12	Rebate for taking away the removed items such as existing plumbing of GI/CI/PVC pipes of any dia and at any location and level with fitting except push cock and its accessories / items such as EWC/ urinal Post/ Flushing tank from existing old pillar cock/angle cock/bib cock/ spreader, including removal and taking away etc. complete as directed by Engineer in-charge for a toilet block of 10 Sqm. Area approximately and disposing the debris outside W.T.C. premises at Contractor's risk and cost.	8	Lump sum per Toliet
13	Removal of existing flooring kota/ IPS/ ceramic tile flooring / wall tiles including removal of bedding mortar and carting away debris for disposal outside the W.T.C. premises at the risk & cost of the contractor.	500	Sqm.

.....
Signature & Name of Contractor
(With Date)

14	Removal of existing brickbat coba from the existing toilets including removal of IWC along with P or S trap, cleaning the toilet and disposing the debris outside W.T.C. premises at contractors risk and cost	4	Cum
15	Providing and laying cement based water proofing plaster for the floors and sides of W.C. nahani / sunken floor slab of toilet area at all floors. The waterproofing treatment shall consist of waterproofing chemical from Dr FIXIT make with cement plaster 1:3 of 25 mm thick for floor and side walls upto slab level and about 20 mm thick for walls above finished floor level upto 600 mm height including preparing the surfaces and sufficient curing etc. all complete as per water proofing agency's specification, testing the area for water tightness, rectification of defect, if any, to render the surface bone dry etc. complete.	32	Sqm.
16	Providing and laying brick bat coba with 1:4 cement mortar to the required level and slope in toilets and WC block including ramming, compacting, curing etc. complete as directed by the Engineer-in-charge.	4	Cum
17	Providing and laying Half brick masonry using brick as specified in cement mortar 1:4 including curing, raking out joints, etc. complete for support to wash basin platform, closing the openings and raising the floor height and as directed by Engineer-in-charge.	5	Sqm.
18	Providing and applying cement paste on walls 15 mm thick in (av.) cement mortar 1:4 finished to concrete / bricks surface in all positions brought to correct line and plumb including scaffolding, curing etc. complete at all lead and lift. (to be operated as and when required)	10	Sqm.
19	Providing and fixing Concealed / Exposed MS galvanized pipe work heavy quality "C" class including fittings like elbows, tees, unions, couplings, reducers, enlargers, bend and all other fitting required for the completion of work conforming to IS: 1239. The work includes cost of all jointing materials like hemp yarn, white or red lead, clamps, wooden gutties, screws, nails, cement, sand, GI clamps at 600 mm intervals and two coats of anti-corrosive/ synthetic enamel paint and a coat of primer etc. complete. (scaffolding required to work at all levels shall be considered while quoting the rate).		
	(a) 40 mm NB	30	Rm
	(a) 32 mm NB	30	Rm
	(a) 20 mm NB	30	Rm
	(a) 15 mm NB	60	Rm

.....
Signature & Name of Contractor
(With Date)

20	Providing and fixing in position heavy pattern screw down Gun metal gate valve conforming to IS:778 with hand wheels at top including testing for 10kg/sqcm pressure with clean and potable water with minimum testing duration of two hours etc. all complete as per specification. (preferred make LEADER / SANT / NEW).		
	(a) 50 mm NB	12	Nos.
	(b) 40 mm NB	12	Nos.
	(c) 32 mm NB	12	Nos.
	(d) 25 mm NB	12	Nos.
	(e) 20 mm NB	12	Nos.
	(f) 15 mm NB	12	Nos.
21	Providing and fixing in position heavy quality rigid PVC pipe including all bends and making chases or holes in walls and floors and reinstating the same etc. complete for urinal/wash basin outlet drains (preferred make supreme/Finolex)		
	(a) 32 mm dia PVC pipe	60	Rm
	(b) 40 mm dia PVC pipe	30	Rm
22	Providing and fixing wall hung W.C. pan with CI chair brackets as required with solid plastic seat with chromium plated fittings like bolts, rubber buffers, jointing etc. and making flush valve connection complete. (Ivorycolour-Hindustan Sanitaryware Cat.No.20006).	6	Nos.
23	Providing and fixing 580 mm full size indian WC "Orissa" pattern pan with 'P' or 'S' trap (without vent) including footrest of Parryware /Hindustan make Ivorycolour and making all necessary connection etc. complete	7	Nos.
24	Providing and fixing concealed type brass flush valve dual type with control valve etc. suitable for fixing inside wall approx. 250 mm thick including finish behind the W.C. only flushing brass chromium plated plate shall be inside the toilet on wall. Flush valve to be connected to WC with 32 dia heavy quality GI pipe and required No. of GI heavy fittings of approx. 1000 m length with rubber joints etc. GI pipe and fittings will be inside wall with anticorrosive treatment of first layer of primer second layer of 2 mm thick membrane, third layer of primer and fourth layer of 2 mm thick membrane. Required No. of MS clamps for keeping pipe in position, chasing the wall to required size making good after laying the pipes all complete. (Jaquar Cat.No. 1085).	13	Nos.

.....
Signature & Name of Contractor
(With Date)

25	Providing and fixing in position vitreous wash basin comprising of the following including providing necessary water and drain connections etc. complete as directed.	10	Nos.
	One number of vitreous type wash basin of Hindustan Sanitaryware / Parryware of size 550 X 400 mm (Ivory colour) as approved with pedestal below wash basin.		
	One number of 15 mm dia heavy duty C.P. brass central push type pillar cock of JAQUAR make (cat.No.031).		
	One number C.P. brass bottle trap (JAQUAR make code.No.769).		
	One number C.P. brass waste coupling (JAQUAR allied code.No.709).		
	One number of 15 mm dia C.P. brass angle stop cock of JAQUAR make (heavy duty).		
	One number of 15 mm dia heavy quality PVC inlet connection with brass union at both ends.		
26	Providing and fixing in position under counter vitreous wash basin oval type comprising of the following including providing necessary water and drain connections etc. complete as directed.	7	Nos.
	One number of under counter vitreous oval type wash basin of Hindustan Sanitaryware/Parryware of size 550 X 450 (Ivorycolour) as approved.		
	One number of 15 mm dia heavy duty C.P. brass central push type pillar cock of JAQUAR make (cat.No.031).		
	One number of C.P. brass bottle trap (JAQUAR make code.No.769).		
	One number of C.P. brass waste coupling (JAQUAR allied code.No.709).		
	One number of 15 mm dia C.P. brass angle stop cock of JAQUAR make (heavy duty).		
	One number of 15 mm dia heavy quality PVC inlet connection with brass union at both ends.		
27	Providing and fixing Large flat back urinal with required manufacturers brackets fixed on wall urinal fixed 75mm lower than the standard height specified by manufacturer. (Hindustan Sanitaryware Cat. No. 60002)	13	Nos.
	One number of each C.P. brass waste coupling and dome grating (JAQUAR make code.No.709) and heavy duty spreader of approved make		
	One number of C.P. brass bottle trap (JAQUAR make code.No.769)		

.....
 Signature & Name of Contractor
 (With Date)

28	Providing and fixing 18 mm thick Granite of approved colour/shade partition for urinals fixed to wall including rounding the edge, polishing both sides of size 900 X 600 mm.	7	Nos.
29	Providing and fixing of C.P. Faucets in all toilets & pantry of approved make as mentioned below		
29.1	15 mm dia. C.P. brass stop cock concealed type, heavy duty JAQUAR make catalogue No. 071	24	Nos.
29.2	15 mm dia. C.P. brass stop cock concealed type, heavy duty JAQUAR make catalogue No. 071	24	Nos.
29.3	Complete assembly of shower with hot and cold open mixer with approved CP knobs and CP wall caps, mixing fitting, 15 mm concealed heavy GI pipes and fittings approx. 900 mm long with anticorrosive treatment from mixer to shower, small throw off pattern CP shower arm, 100 mm dia easy clean type CP adjustable flow shower rose, with ball joint etc. complete. (JAQUAR Cat. no. 219- Non telephonic mixer, No. 483 - shower arm and No. 491 - CP shower)	1	Nos.
29.4	15 mm brass heavy quality CP health faucet (jet spray) with brass heavy quality CP holder fixed on wall with flexible tube etc. 1 No. 15 mm brass heavy quality half turn type CP angle valve with CP wall cap fixed in wall (JAQUAR Cat. No. 563)	6	Nos.
30	Providing and fixing following items with all required accessories in toilet and pantry.		
30.1	600 mm long towel rod complete set fixed to wall with brass CP screw etc. all complete (JAGUAR make Cat. No. 1507).	12	Nos.
30.2	Towel Rack JAQUAR make (catalogue No. 1581-Hotelier series).	1	Nos.
30.3	Double coat Hook of JAGUAR make	2	Nos.
30.4	Soap Dish (Jaguar Cat. No. 113 Polyurethane - continental bath fittings)	12	Nos.
30.5	Tumbler/Brush Holder (JAQUAR cat. No. 1141-continental bath fittings)	2	Nos.
30.6	Toilet paper roll holder of JAQUAR make (catalogue No. 1151- continental bath fittings)	6	Nos.
30.7	S.S. toilet freshener holder	8	Nos.
30.8	S.S. soap container with matching holder	8	Nos.

.....
 Signature & Name of Contractor
 (With Date)

31	Providing and fixing 4" dia with cockroach resistant cover CP brass Grating of heavy quality including embedment in C.C.1:2:4 etc. complete.	19	Nos.
32	Providing and fixing heavy quality Urinal valve auto closing system with Built-in-control cock taps with wall cap of JAQUAR make (catalogue No. 077 - PRESSMATIC TAPS).	13	Nos.
33	Providing and fixing 19 mm thk. Marine plywood (IS:303) SHUTTERS pasted with 1.0 mm thk. Laminate on both sides of approved make and shade and vertical frame of 2nd class C.P. teakwood of finished size 25mm X 35mm at spacing of one meter (max.) and 6 mm thk. lipping patties finished with two coats of French polish including C.P. Brass hinges, 75 mm long C.P. Brass Handle, Locks, magnet, fevicol, screws etc. complete.	7	Sqm.
34	Providing and fixing Roller blinds for windows made of clothes of approved shade and design including all fittings such as rollers, rods and pulling dori as per normal practices etc. complete as directed by Engineer-in-charge.	160	Sqm.
35	Supply and installation of Wipro or Philips or Crompton make 2x36 W recess mouned indirect-direct luminaire of required shape and size with high efficiency translucence (HET) technology for CFL with lamp including all supporting chain hardware for mounting and connection.	265	Nos.
36	Supply and installation of recess mounted (1 x 18 W) CFL downlighters with frosted diffusers including lamp, all material ,labour charges for fixing and giving connections. Make wipro or any other approved make of required size and shape.	110	Nos
37	Removing of existing light fittings with lamps and to be taken by the contractor on by back basis (deductions)		
37.1	2x 40 W recess mounted FTL light fittings (deductions)	265	Nos
37.2	Recess mounted round type fittings. (deductions)	110	Nos
38	Providing and fixing stainless steel A ISI 304(18/8) kitchen sink as per IS:13983 with CI brackets and stainless steel plugs 40 mm , including painting of fittings and brackets , cutting and making good the walls wherever required. Kitchens sink with drain board, size 510x1040 mm bowl depth 200 mm [S.I No. 17.10.1.3, CWD's DSR-2012]	1	Nos

.....
Signature & Name of Contractor
(With Date)

39	Providing and fixing false ceiling with 3 mm thick translucent white acrylic plastic sheets of approved quality in false ceiling instead of 12 mm thick plain or design particle board ceiling tiles, finished with a coat of aluminium primer on both sides & edges, including two coats of synthetic enamel paint of approved quality on exposed face, fixed to a grid made out of anodised aluminium (with 15 micron anodic coating) T-sections 35 x15x1.5 mm size main runners, cross runners 23.5x19x1.5 mm fixed to main runners placed 600 mm centre to centre both ways so as to form a grid of 600 mm square. The frame work shall be suspended from ceiling by level adjusting hangers of 6 mm dia M.S rod fixed to roof slab by means of ceiling cleats and dash fastener.	96	Sqm.
-----------	---	-----------	-------------

.....
Signature & Name of Contractor
(With Date)

Business Rules, Terms & Conditions of Online Reverse Auction for the:

Tender for Renovation/Modification work of BHEL office at 14th and 15th Floor, WTC-1, Mumbai.

Tender No. RE:MUM:HR:WTC-REN

Date: 20.09.2012 and its all amendments

BUYER'S NAME	BHARAT HEAVY ELECTRICALS LIMITED Regional Operations Division, Mumbai 14th/15th Floor , World Trade Centre-1, Cuffe Parade , Mumbai, 400005.
AUCTION TO BE CONDUCTED BY	BOB e-Procure Solutions Pvt. Ltd. #4, 100 ft Ring Road, BTM Stage 1, Phase 1, Bangalore - 560068 T:080-49000206, Fax:080-42001251 www.bobeprocure.com Auction website : http://bhel.bobeprocure.in E-mail : chaitanya.badarvada@bobeprocure.com
DATE & TIME OF AUCTION	Auction Date: Shall be informed to the qualified parties well in time before the RA. Auction website: http://bhel.bobeprocure.in
DOCUMENTS ATTACHED	1) Business rules for reverse auction 2) Terms & conditions of reverse auction 3) Process Compliance Statement (Annexure II) 4) Contact Information

.....
Signature & Name of Contractor
(With Date)

BUSINESS RULES FOR REVERSE AUCTION

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, BHEL-ROD MUMBAI may resort to "ONLINE REVERSE AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to email a scanned copy of the Process Compliance Form (**Annexure II**) in the prescribed (provided by service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services and other loading factors if any (for non-compliance to BHEL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to email a scanned copy of the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.

.....
Signature & Name of Contractor
(With Date)

Business Rules for finalisation of the procurement

BHEL shall finalise the procurement of the item against this Tender through reverse auction mode. BHEL has made arrangement with **M/s. BOB Techsolutions Pvt Ltd**, who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to M/s BOB TECHSOLUTIONS PVT LTD Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. BOB Techsolutions Pvt Ltd is responsible for such eventualities.
2. M/s. BOB Techsolutions Pvt Ltd shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

Tender Details: **Tender for Renovation/Modification work of BHEL office at 14th and 15th Floor, WTC-1, Mumbai.**

Tender No.: **RE:MUM:HR:WTC-REN** **Date: 20.09.2012 and its all amendments**

1. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.
2. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding and evaluation will be conducted in **INR** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for each item.

.....
Signature & Name of Contractor
(With Date)

3. **BID PRICE:** The Bidder has to quote the Total Cost to BHEL for the items specified. Calculation sheet to arrive at the Total Cost to BHEL will be provided by BHEL.
4. The technical & commercial terms are as per BHEL Tender Enquiry No. **Tender No. RE:MUM:HR:WTC-REN Dated: 20.09.2012** and its all amendments
5. Vendor's technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
6. **VALIDITY OF BIDS:** The Bid price shall be firm for a period as defined in the tender conditions and shall not be subjected to any change whatsoever.
7. At the end of the reverse auction, bidder has to provide a detail break up for his lowest offer.
8. **Procedure of Reverse Auctioning:**
 - i. **Online Initial Sealed Bid:** The bidders shall place a bid (In the initial auction) which shall be same as that quoted in their Sealed price submitted to BHEL in the Tender. The bidders shall confirm in writing to BHEL that their opening bid is same as that quoted in their sealed price bid submitted against **Tender No. RE:MUM:HR:WTC-REN Dated: 20.09.2012** and its all amendments. If it is found to be otherwise at a later date, BHEL shall be at liberty to take action against the party as deemed fit.
In case the bidder delays submission of their sealed bid price in the initial auction, the same will be treated violation of tendering terms and BHEL shall take action against the party, as deemed fit.
 - ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to all the vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the **Opening Price (OP)** of an item in online reverse auction is open to all the participating bidders. **The bids placed by any bidder will have to be at least ONE DECREMENT lesser than the bids available on the screen.**
 - iii. Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.
 - iv. Online Initial Sealed Bid will be for **30 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - v. The bid decrement amount shall be specified by BHEL before start of bidding.
 - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the

.....
Signature & Name of Contractor
(With Date)

- quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
- vii. After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.
- viii. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up in case the Lowest Bidder is not providing the price break up in time.
9. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in **Annexure III Format** along with the split prices in **Annexure I Format** after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
10. During the Online English Reverse (No Ties) Auction, if no bid is received in the auction system/website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).
11. Your bid will be taken as an offer to provide services as per tender conditions. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not perform as per the rates quoted, BHEL shall take action as appropriate.**
12. You shall be assigned a **Unique User Name & Password** by BHEL (or) M/s BOB TECHSOLUTIONS PVT LTD **You are advised to change the Password** and edit the information in the Registration Page after the receipt of initial Password from BHEL / M/s BOB TECHSOLUTIONS PVT LTD to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
13. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
- Leading Bid in the Auction (only total price)
 - Bid Placed by you
 - Your Own Rank
 - Opening Price & Bid Decrement value.
14. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
15. **In case the lowest bidder delays submission of Break up and Final Price letters, the same will be treated violation of tendering terms.**
16. **In case the lowest bidder provides the Break Up and Final Prices other than the lowest price in the Reverse Auction, the same shall be treated as tampering with the prices and action deem fit shall be taken against the bidder if being done intentionally.**
17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

.....
Signature & Name of Contractor
(With Date)

18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance (Process Compliance Form—Annexure II) to the terms/ conditions/ modality given above before participating in the reverse auction.

.....
Signature & Name of Contractor
(With Date)

TERMS & CONDITIONS OF REVERSE AUCTION

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s BOB TECHSOLUTIONS PVT LTD The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s BOB TECHSOLUTIONS PVT LTD All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not provide services as prescribed in the tender and the rates quoted, BHEL and / or M/s BOB TECHSOLUTIONS PVT LTD shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:**
 - 1). Online Initial Sealed Bid
 - 2). Online English Reverse (No Ties) Auction (refer Bidder Manual for details)
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement or multiple of Bid decrement. Also, please note that the **Opening Price (OP)** of an item in online reverse auction is open to all the participating bidders. **The bids placed by any bidder will have to be at least ONE DECREMENT lesser than the bids available on the screen.**
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - His Own Rank
 - Start Price & Bid Decrement Value

.....
Signature & Name of Contractor
(With Date)

8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- **The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.**
- **Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that**
- **The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.**

10. OTHER TERMS & CONDITIONS:

- **The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.**
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with M/s BOB TECHSOLUTIONS PVT LTD can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / M/s BOB TECHSOLUTIONS PVT LTD, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- M/s BOB TECHSOLUTIONS PVT LTD shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s BOB TECHSOLUTIONS PVT LTD is not responsible for any damages, including damages that result from, but are not limited to negligence.
- M/s BOB TECHSOLUTIONS PVT LTD will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auction website (<http://bhel.bobeprocure.in>) using the Login IDs and passwords given to them.

.....
Signature & Name of Contractor
(With Date)

N.B.

- All the Bidders are required to submit the Agreement Form / Process Compliance Form (**Annexure- II**) duly signed to M/s BOB TECHSOLUTIONS PVT LTD, before the due date (shall be communicated to the qualified bidders). After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Break-up immediately to M/s BOB TECHSOLUTIONS PVT LTD, for further proceedings.

.....
Signature & Name of Contractor
(With Date)

ANNEXURE-I

SECTION VII

PRICE BID

As per the price bid format in the tender.

Sl.No	Description of the item	QTY.	UNIT	RATE	AMOUNT

.....
Signature & Name of Contractor
(With Date)

Annexure- II

Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

To,
BOB eProcure Solutions Pvt. Ltd.
#4, 100 ft Ring Road, BTM Stage 1, Phase 1, Bangalore - 560068
T:080-49000206, Fax:080-42001251
www.bobeprocure.com
Auction website :
http://bhel.bobeprocure.in
e-mail : chaitanya.badarvada@bobeprocure.com

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

Tender No. RE:MUM:HR:WTC-REN Dated: 20.09.2012 and its all amendments

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Terms and Conditions of the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our quoted price as per the Annexure I.
- 5) We, hereby, confirm that we will honour the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

--Scan & email this document to M/s BOB TECHSOLUTIONS PVT LTD

--Attach a signed copy of the Agreement Form / Process Compliance Form & send to
M/s BOB TECHSOLUTIONS PVT LTD

.....
Signature & Name of Contractor
(With Date)

ANNEXURE III

BOB eProcure Solutions Pvt. Ltd.

#4, 100 ft Ring Road, BTM Stage 1, Phase 1, Bangalore - 560068

T:080-49000206, Fax:080-42001251

www.bobeprocure.com

Auction website :

http://bhel.bobeprocure.in

e-mail : chaitanya.badarvada@bobeprocure.com

Sub: Final price quoted during reverse auction and price break-up for Renovation/Modification work of BHEL office at 14th and 15th Floor, WTC-1, Mumbai.

Ref : 1. BHEL Tender Enq. No **RE:MUM:HR:WTC-REN Dated: 20.09.2012**

and it's all amendments

2. Reverse Auction dtd. (_____)

3. Our Offer No. _____ dtd.

Dear Sir,

We confirm that we have quoted and the split prices are provided as per the Price Bid format of the tender specification enclosed. These split prices are worked out of our final lump sum prices during the Reverse Auction conducted today (_____).

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

.....
Signature & Name of Contractor
(With Date)

CONTACT INFORMATION

M/s BOB TECHSOLUTIONS PVT LTD	Bharat Heavy Electricals Limited, ROD, Mumbai
BOB eProcure Solutions Pvt. Ltd. #4, 100 ft Ring Road, BTM Stage 1, Phase 1, Bangalore - 560068 T:080-49000206, Fax:080-42001251 www.bobeprocure.com Auction website : http://bhel.bobeprocure.in e-mail : chaitanya.badarvada@bobeprocure.com Chaitanya Krishna.B Landline:080-49000206 Email: chaitanya.badarvada@bobeprocure.com Chaitnaya Gavara Ph no :9902376044. Email:chaitanya.gavara@bobeprocure.com R Marita Landline: 080-40016017 Mobile: 9739490066 marita.ravi@bobeprocure.com	Mr. A K Sinha (AGM-HR) / Mr. Chaitanya Hedau (Engineer)- HR Dept., ROD Mumbai E mail : aksinha@bhelrmb.co.in; chaitanya@bhelrmb.co.in Phone: 022 22182008, 022 22171220. Cell :+91 9867179915 (S.W. Varne) Cell :+91 9819351450 (Chaitanya Hedau) Mrs. Kalavathi Krishnan – Fin depts., ROD Mumbai – kala@bhelrmb.co.in Mr. S W Varne – MS-Imports depts., ROD Mumbai – varne@bhelrmb.co.in

.....
Signature & Name of Contractor
(With Date)

AUTHORIZATION LETTER

**FOR E - PAYMENT /ELECTRONIC FUNDS TRANSFER (EFT)/RTGS
(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)**

TYPE OF REQUEST	CREATE	CHANGE
BHEL Vendor / Supplier Code		
Company's Name		
Address		
City		
Pin code		
State		
Contact Person (s)		
FAX No.		
E-Mail ID.		
1. BANK NAME		
2. BANK ADDRESS		
3. BANK TELEPHONE No.		
4. BANK ACCOUNT No.		
5. ACCOUNT TYPE		
6. BANK's BRANCH CODE		
7. BANK SWIFT CODE (Applicable to EFT Only)		
8. ENCLOSE BLANK CANCELLED CHEQUE		
Declaration : 1. I as representative/ Owner of the above named company, hereby authorize BHEL, ROD, WTC, Cuffe Parade , Mumbai to electronically make payments to the designated bank account, I hereby certify that the particulars given above are true, complete and correct. 2. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/ transferring Bank responsible. 3. This authority remains in full force until BHEL, ROD, WTC, Cuffe Parade , Mumbai receives & acknowledges written notification requesting a change or cancellation. 4. I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E-payment/ EFT/RTGS.		
DATE ;		
AUTHORISED SIGNATORY		
COMPANY SEAL VERIFICATION BY BANK		

.....
Signature & Name of Contractor
(With Date)

PRICE BID

[PLACE THE PRICE BID IN A SEPARATE ENVELOPE-3 AND MARK IT AS PRICE BID]

Regional Operation Division	
B.H.E.L. , WTC, Cuffe Parade , Mumbai	
Name of work:	Renovation /modification of interior works in ROD office of BHEL located at 14th and 15th Floor in WTC, Mumbai.
Earnest Money : Rs. 1,50,000/-	Date of opening: 12.10.2012
NIT No. : RE:MUM:HR:WTC-REN Dated: 20.09.2012	<u>Time of Compl.:</u> 6 months or 2 months from the last front given by BHEL.

BILL OF QUANTITY					
Sl.No	Description of the item	QTY.	UNIT	RATE	AMOUNT
1	Providing & Fixing in position 597 X 597 X minimum 8.5 mm thick vitrified ceramic polished tiles of premium quality from Marbonite range of H R & Johnson /. Euro / Kajaria / Asian make of approved color, shade and design on the existing floor with 10 mm thick (average) backing mortar of Roff/Bal make chemical and ponting the joints neatly with cementitious grout of (Roff / Bal) make to match the tiles with approved colour material, cleaning etc. complete for flooring and skirting all as per specifications & as recommended by the Manufacturers including roughening the existing flooring surfaces, removal of skirting tiles and protecting the new tile surfaces by providing and covering with Polythene sheets and removing the same after the completion of the works, cleaning and disposal of debris, if any, generated during work. Note: Necessary cutting for Electrical / LAN / Telephone conduiting is to be done without extra cost.	1870	Sqm.		
2	Providing & laying non-slippery 1st quality ceramic tile for flooring of size 300 mm X 300 mm X 6mm of JOHNSON/ MARBONITE / EURO / SOMANY / KAJARIA over 20 mm thick bedding of cement mortar 1:3, close jointed and pointed with matching cement slurry using white cement mixed with	125	Sqm.		

.....
Signature & Name of Contractor
(With Date)

	pigment, finished to levels, slope or plumb as required including cutting of tiles, curing, acid washing etc. complete in all respect.				
3	Providing & laying 1st quality glazed ceramic tile of size 300 mm X 600 mm X 6mm of JOHNSON/ MARBONITE / EURO / SOMANY / KAJARIA in DADO and on walls over 20 mm thick cement mortar 1:3 bedding, with 300 X 600 mm highlighters as per drg., jointed and pointed with matching cement slurry using white cement mixed with pigment, finished to levels slope or plumb as required including cutting of tiles, curing, acid washing etc. complete in all respect.	475	Sqm.		
4	Rebate for taking away existing carpet and underlay materials after removing from its location and cleaning the area prior to surface preparation for flooring work and disposing the debris outside W.T.C. premises at Contractor's risk and cost.	1870	Sqm.		
5	Providing & fixing 18 mm thk. Granite door frame of approved colour shade in proper plumb and level by using two pieces of 100 mm wide granite patties with 12 mm thk. cement mortar (1:3) bedding including polishing the edges for half round moulding from both sides, making provision for fixing the hinges, making holes for locking arrangements etc. complete in all respect and as per specification at all height and all floors as directed by Engineer-in-charge including removal of existing wooden frames and chipping of plasters/ brickworks / Concrete to make the surfaces suitable for fixing granite. (Payment shall be made based on the size of clear opening for door to made. (Basic rate of granite including traxes at source i.e. Mumbai shall be approximately Rs. 2500 / sqm.)	125	Rm		
6	Providing and fixing in position counter of 600 mm finished width (approx) for wash basin supported on 25 mm thick kaddappa stone top finished with 18mm thk. Granite slab of approved colour & quality including cutting of opening to the shape of wash basin, machine cut & machine polishing, full round moulding and buffing on all exposed edges in proper line, level & curvature with 20 mm thk. bedding of cement-mortar 1:3 with best	11	Rm		

Signature & Name of Contractor
 (With Date)

	workmanship, finishing, curing, cleaning, providing extra triangular kaddappa stone supports to counter at suitable sapcing, etc. complete in all respect as per drawing and as directed by Engineer-in-charge. (Basic rate of Granite including taxes at source i.e Mumbai shall be approximately Rs. 2500 / Sq.m.)				
7	Providing and laying/ fixing in position 18 mm thick machine polished coloured granite slab of approved quality including machine / hand cut, polishing the edges full round / half round as required in proper line & level with 20 mm thick cement mortar 1:3 with best workmanship, finishing, curing, etc. complete as directed by the Engineer-in-charge for facia, and skirting/ dado, (Basic rate of Granite including taxes at source i.e Mumbai shall be approximately Rs. 2500 / Sqm.).	7	Sqm.		
8	Providing and applying two coats of melamine polish manually and by spray machine as directed by Engineer-in-charge on wooden and veneer surfaces including preparation of surface thoroughly, covering the other affected area and shifting of furniture to be affected, and placing it back to its original position etc. complete.	954	Sqm.		
9	Providing and applying two coats of Synthetic Enamel paint of Asian / Nerolac make of approved shade on one coat of primer of approved make including preparing the surfaces, sand papering, filling with putty on uneven surface, scaffolding and cleaning etc. complete.	260	Sqm.		
10	Providing and applying one coat of primer and two coats of acrylic emulsion paint of Asian / Nerolac make of approved shade on plastered and Gypsum surface including preparing the surface, removal of old paint, sand papering, filling the cracks with polymer based crack seal, scaffolding and cleaning etc. complete.	2100	Sqm.		
11	Providing and fixing 5.5 mm thick mirror with 9 mm thk. BWR plywood backing and 50 mm wide teak wood moulding of approved design all-around finished with two coats of melamine polish, CP screws fixed to wall etc. all complete as directed by Engineer-in-charge.	16	Sqm.		

.....
 Signature & Name of Contractor
 (With Date)

12	Rebate for taking away the removed items such as existing plumbing of GI/CI/PVC pipes of any dia and at any location and level with fitting except push cock and its accessories / items such as EWC/ urinal Post/ Flushing tank from existing old pillar cock/angle cock/bib cock/ spreader, including removal and taking away etc. complete as directed by Engineer in-charge for a toilet block of 10 Sqm. area approximately and disposing the debris outside W.T.C. premises at Contractor's risk and cost.	8	Lump sum per Toilet		
13	Removal of existing flooring kota/ IPS/ ceramic tile flooring / wall tiles including removal of bedding mortar and carting away debris for disposal outside the W.T.C. premises at the risk & cost of the contractor.	500	Sqm.		
14	Removal of existing brickbat coba from the existing toilets including removal of IWC along with P or S trap, cleaning the toilet and disposing the debris outside W.T.C. premises at contractors risk and cost	4	Cum		
15	Providing and laying cement based water proofing plaster for the floors and sides of W.C. nahani / sunken floor slab of toilet area at all floors. The waterproofing treatment shall consist of waterproofing chemical from Dr FIXIT make with cement plaster 1:3 of 25 mm thick for floor and side walls upto slab level and about 20 mm thick for walls above finished floor level upto 600 mm height including preparing the surfaces and sufficient curing etc. all complete as per water proofing agency's specification, testing the area for water tightness, rectification of defect, if any, to render the surface bone dry etc. complete.	32	Sqm.		
16	Providing and laying brick bat coba with 1:4 cement mortar to the required level and slope in toilets and WC block including ramming, compacting, curing etc. complete as directed by the Engineer-in-charge.	4	Cum		
17	Providing and laying Half brick masonry using brick as specified in cement mortar 1:4 including curing, raking out joints, etc. complete for support to wash basin platform, closing the openings and raising the floor height and as directed by Engineer-in-charge.	5	Sqm.		
18	Providing and applying cement paste on walls 15 mm thick in (av.) cement mortar 1:4 finished to concrete / bricks surface in all positions brought to correct line and plumb including scaffolding, curing etc. complete at all lead and lift. (to be operated as	10	Sqm.		

Signature & Name of Contractor
(With Date)

	and when required)				
19	Providing and fixing Concealed / Exposed MS galvanized pipe work heavy quality "C" class including fittings like elbows, tees, unions, couplings, reducers, enlargers, bend and all other fitting required for the completion of work conforming to IS: 1239. The work includes cost of all jointing materials like hemp yarn, white or red lead, clamps, wooden gutties, screws, nails, cement, sand, GI clamps at 600 mm intervals and two coats of anti-corrosive/ synthetic enamel paint and a coat of primer etc. complete. (scaffolding required to work at all levels shall be considered while quoting the rate).				
	(a) 40 mm NB	30	R.M.		
	(a) 32 mm NB	30	R.M.		
	(a) 20 mm NB	30	R.M.		
	(a) 15 mm NB	60	R.M.		
20	Providing and fixing in position heavy pattern screw down Gun metal gate valve conforming to IS:778 with hand wheels at top including testing for 10kg/sq.cm pressure with clean and potable water with minimum testing duration of two hours etc. all complete as per specification. (preferred make LEADER / SANT / NEW).				
	(a) 50 mm NB	12	Nos.		
	(b) 40 mm NB	12	Nos.		
	(c) 32 mm NB	12	Nos.		
	(d) 25 mm NB	12	Nos.		
	(e) 20 mm NB	12	Nos.		
	(f) 15 mm NB	12	Nos.		
21	Providing and fixing in position heavy quality rigid PVC pipe including all bends and making chases or holes in walls and floors and reinstating the same etc. complete for urinal/wash basin outlet drains (preferred make Supreme/Finolex)				
	(a) 32 mm dia PVC pipe	60	R.M.		

.....
Signature & Name of Contractor
(With Date)

	(b) 40 mm dia PVC pipe	30	R.M.		
22	Providing and fixing wall hung W.C. pan with CI chair brackets as required with solid plastic seat with chromium plated fittings like bolts rubber buffers, jointing etc. and making flush valve connection complete. (Ivorycolour- Hindustan Sanitaryware Cat.No.20006).	6	Nos.		
23	Providing and fixing 580 mm full size Indian WC "Orissa" pattern pan with 'P' or 'S' trap (without vent) including footrest of Parryware /Hindustan make Ivorycolour and making all necessary connection etc. complete	7	Nos.		
24	Providing and fixing concealed type brass flush valve dual type with control valve etc. suitable for fixing inside wall approx. 250 mm thick including finish behind the W.C. only flushing brass chromium plated plate shall be inside the toilet on wall. Flush valve to be connected to WC with 32 dia heavy quality GI pipe and required No. of GI heavy fittings of approx. 1000 m length with rubber joints etc. GI pipe and fittings will be inside wall with anticorrosive treatment of first layer of primer second layer of 2 mm thick membrane, third layer of primer and fourth layer of 2 mm thick membrane. Required No. of MS clamps for keeping pipe in position, chasing the wall to required size making good after laying the pipes all complete. (Jaquar Cat.No. 1085).	13	Nos.		
25	Providing and fixing in position vitreous wash basin comprising of the following including providing necessary water and drain connections etc. complete as directed.	10	Nos.		
	One number of vitreous type wash basin of Hindustan Sanitaryware / Parryware of size 550 X 400 mm (Ivory colour) as approved with pedestal below wash basin.				
	One number of 15 mm dia heavy duty C.P. brass central push type pillar cock of JAQUAR make (cat.No.031).				
	One number C.P. brass bottle trap (JAQUAR make code.No.769).				
	One number C.P. brass waste coupling (JAQUAR allied code.No.709).				
	One number of 15 mm dia C.P. brass angle stop cock of JAQUAR make (heavy duty).				

Signature & Name of Contractor
 (With Date)

	One number of 15 mm dia heavy quality PVC inlet connections with brass union at both ends.				
26	Providing and fixing in position under-counter vitreous wash basin oval type comprising of the following including providing necessary water and drain connections etc. complete as directed.	7	Nos.		
	One number of undercounter vitreous oval type wash basin of Hindustan Sanitaryware/Parryware of size 550 X 450 (Ivorycolour) as approved.				
	One number of 15 mm dia heavy duty C.P. brass central push type pillar cock of JAQUAR make (cat.No.031).				
	One number of C.P. brass bottle trap (JAQUAR make code.No.769).				
	One number of C.P. brass waste coupling (JAQUAR allied code.No.709).				
	One number of 15 mm dia C.P. brass angle stop cock of JAQUAR make (heavy duty).				
	One number of 15 mm dia heavy quality PVC inlet connection with brass union at both ends.				
27	Providing and fixing Large flat back urinal with required manufacturers brackets fixed on wall urinal fixed 75mm lower than the standard height specified by manufacturer. (Hindustan Sanitaryware Cat. No. 60002)	13	Nos.		
	One number of each C.P. brass waste coupling and dome grating (JAQUAR make code.No.709) and heavy duty spreader of approved make				
	One number of C.P. brass bottle trap (JAQUAR make code.No.769)				
28	Providing and fixing 18 mm thick Granite of approved colour/shade partition for urinals fixed to wall including rounding the edge, polishing both sides of size 900 X 600 mm.	7	Nos.		
29	Providing and fixing of C.P. Faucets in all toilets & pantry of approved make as mentioned below				
29.1	15 mm dia. C.P. brass stop cock concealed type, heavy duty JAQUAR make catalogue No. 071	24	Nos.		
29.2	15 mm dia. C.P. brass stop cock concealed type, heavy duty JAQUAR make catalogue No. 071	24	Nos.		

.....
 Signature & Name of Contractor
 (With Date)

29.3	Complete assembly of shower with hot and cold open mixer with approved CP knobs and CP wall caps, mixing fitting, 15 mm concealed heavy GI pipes and fittings approx. 900 mm long with anticorrosive treatment from mixer to shower, small throw off pattern CP shower arm, 100 mm dia easy clean type CP adjustable flow shower rose, with ball joint etc. complete. (JAQUAR Cat. no. 219- Non telephonic mixer, No. 483 - shower arm and No. 491 - CP shower)	1	Nos.		
29.4	15 mm brass heavy quality CP health faucet (jet spray) with brass heavy quality CP holder fixed on wall with flexible tube etc. 1 No. 15 mm brass heavy quality half turn type CP angle valve with CP wall cap fixed in wall (JAQUAR Cat. No. 563)	6	Nos.		
30	Providing and fixing following items with all required accessories in toilet and pantry.				
30.1	600 mm long towel rod complete set fixed to wall with brass CP screw etc. all complete (JAGUAR make Cat. No. 1507).	12	Nos.		
30.2	Towel Rack JAQUAR make (catalogue No. 1581- Hotelier series).	1	Nos.		
30.3	Double coat Hook of JAGUAR make	2	Nos.		
30.4	Soap Dish (Jaguar Cat. No. 113 Polyurethane - continental bath fittings)	12	Nos.		
30.5	Tumbler/Brush Holder (JAQUAR cat. No. 1141- continental bath fittings)	2	Nos.		
30.6	Toilet paper roll holder of JAQUAR make (catalogue No. 1151- continental bath fittings)	6	Nos.		
30.7	S.S. toilet freshener holder	8	Nos.		
30.8	S.S. soap container with matching holder	8	Nos.		
31	Providing and fixing 4" dia with cockroach resistant cover CP brass Grating of heavy quality including embedment in C.C.1:2:4 etc. complete.	19	Nos.		
32	Providing and fixing heavy quality Urinal valve auto closing system with Built-in-control cock taps with wall cap of JAQUAR make (catalogue No. 077 - PRESSMATIC TAPS).	13	Nos.		

.....
Signature & Name of Contractor
(With Date)

33	Providing and fixing 19 mm thk. Marine plywood (IS:303) SHUTTERS pasted with 1.0 mm thk. Laminate on both sides of approved make and shade and vertical frame of 2nd class C.P. teakwood of finished size 25mm X 35mm at spacing of one metre (max.) and 6 mm thk. lipping patties finished with two coats of French polish including C.P. Brass hinges, 75 mm long C.P. Brass Handle, Locks, magnet, fevicol, screws etc. complete.	7	Sqm.		
34	Providing and fixing Roller blinds for windows made of clothes of approved shade and design including all fittings such as rollers, rods and pulling dori as per normal practices etc. complete as directed by Engineer-in-charge.	160	Sqm.		
35	Supply and installation of Wipro or Philips or Crompton make 2x36 W recess mounted indirect-direct luminaire of required shape and size with high efficiency translucence (HET) technology for CFL with lamp including all supporting chain hardware for mounting and connection.	265	Nos.		
36	Supply and installation of recess mounted (1 x 18 W) CFL downlighters with frosted diffusers including lamp, all material , labour charges for fixing and giving connections. Make Wipro or Phillips or Crompton of required shape and size.	110	Nos		
37	Removing of existing light fittings to be taken by the contractor on by back basis (deductions)				
37.1	2x 40 W recess mounted FTL light fittings (deductions)	265	Nos		
37.2	Recess mounted round type fittings. (deductions)	110	Nos		
38	Providing and fixing stainless steel A ISI 304(18/8) kitchen sink as per IS:13983 with CI brackets and stainless steel plugs 40 mm , including painting of fittings and brackets , cutting and making good the walls wherever required. Kitchens sink with drain board, size 510x1040 mm bowl depth 200 mm [S.I No. 17.10.1.3, CWD's DSR-2012]	1	Nos		

.....
Signature & Name of Contractor
(With Date)

39	Providing and fixing false ceiling with 3 mm thick translucent white acrylic plastic sheets of approved quality in false ceiling instead of 12 mm thick plain or design particle board ceiling tiles, finished with a coat of Aluminium primer on both sides & edges, including two coats of synthetic enamel paint of approved quality on exposed face, fixed to a grid made out of anodised aluminium (with 15 micron anodic coating) T-sections 35 x15x1.5 mm size main runners, cross runners 23.5x19x1.5 mm fixed to main runners placed 600 mm centre to centre both ways so as to form a grid of 600 mm square. The frame work shall be suspended from ceiling by level adjusting hangers of 6 mm dia M.S rod fixed to roof slab by means of ceiling cleats and dash fastener.	96	Sqm.		
	TOTAL COST				

I/ We hereby quote following price for the whole work as given in the BOQ for the above work.

Total quoted price (in figures): _____.

Total quoted price (in words): _____.

The quoted rates should be inclusive of all taxes & duties, inclusive of service tax.

[PLACE THE PRICE BID IN A SEPARATE ENVELOPE-3 AND MARK IT AS **PRICE BID**]

.....
Signature & Name of Contractor
(With Date)