

Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

COVER SHEET

Tender Enquiry No: EDN/SCPV/NEEPCO-Tripura/Jungle clearance-01 DATED 6th-DECEMBER-2013

Tender document for
Jungle (Site vegetation) clearance works at the
5 MW Solar power plant at NEEPCO,
Monarchak site, West Tripura dist., Tripura

Due date and time for tender document submission: 23-Dec-2013 before 13:00 hours
Bid opening : 13.30 hours on 23-Dec-2013

This tender contains documents as below:

PART-I: Technical-cum-commercial-bid – 2 sheets
PART-II: Information to Tenderers (including General conditions of contract and
Special conditions of contract) - 21 sheets
PART-III: Price-bid – 1 sheet

Documents to be submitted along with tender:

Offer shall be submitted in two individually sealed envelopes and then put and sealed in a combined THIRD envelope.

- A) **FIRST ENVELOPE** to be sealed with details of Part-I and Part-II as below:
Filled-in Part-I (Technical-cum-commercial bid -2 sheets) with attachments of:
Financial details of previous years turnover and IT returns, completion certificates for similar works previously executed, Service taxes registration certificate, PAN copy and any other details as asked for).
- Part-II is contains the conditions of the contract as GCC and SCC and needs to be signed and sealed on each sheet by the Contractor.
- B) **SECOND ENVELOPE** to be sealed with filled-in PRICE BID (Part-III format)
- C) **BOTH ENVELOPES** to be put and sealed in **THIRD ENVELOPE**. Third envelope shall be addressed to SDGM (SC&PV-Engineering), BHEL, Electronics Division, Mysore Road, Bangalore 560 026.

All envelopes should have name of the Contractor / tender no and date / work details.



Bharat Heavy Electricals Limited, Electronics Division, Mysore Road, Bangalore 560026

**PART-I
TECHNICAL-CUM-COMMERCIAL BID**

Tender Enquiry / RFQ No: EDN/SCPV/NEEPCO-Tripura/Jungle clearance-01

Date: 6th-DECEMBER-2013

01. NAME OF THE WORK

Jungle clearance (Site vegetation clearance) works at the 5 MW Solar power plant at NEEPCO, Monarchak site, West Tripura district., Tripura as mentioned in the schedule of works under Part-III and further as per in special conditions of contract of GCC and SCC as enclosed in ANNEXURE-I.

02. APPROXIMATE ESTIMATED COST: Rs 14.54 Lakhs (Rupees Fourteen Lakhs and Fifty-four thousand only, inclusive of Service taxes)

Note: Price variation clause (PVC) is NOT applicable.

03. WORK PERIOD: Work shall commence immediately after receipt of work order and completed within one month of the date of the work order.

04. PAYMENT TERMS:

- (1) No advance payment
- (2) 100% upon completion of work at site as certified by our Engineer Incharge

05. NAME OF CONTRACTOR :

06. Office address :

TEL.PH NO :

07. QUALIFICATION :

08. STAFF STRENGTH :

(A) TECHNICAL :

(B) GENERAL :

CONTRACTOR (Signature with seal)

EMPLOYER (Signature with seal)

श्री. राधाकृष्णन, जे. व. प्र. (एस. सी. एवं पी. टी.)
V. RADHAKRISHNAN, SOGM (SC & PV)
BHEL EDU, MYSORE ROAD, BANGALORE - 560 026

09. EQUIPMENT REQUIRED FOR JUNGLE CLEARANCE :
(OWN / RENTED)
Enclose list of EQUIPMENTS to be used and if they
are owned or rented
10. a) SCOPE OF WORK : UNDERSTOOD / NOT UNDERSTOOD
(as per schedule of works)
b) ACCEPT TO EXECUTE IN TOTAL : YES / NO
within time-frame
11. FINANCIAL TURN OVER DURING
LAST 2-3 YEARS (please enclose copy of details):
Copies of audited balance sheets to be furnished.
12. EXPERIENCE CERTIFICATE SUCCESSFULLY :
COMPLETED SIMILAR CONSULTANCY
WORKS.(Copy of completion certificate to be enclosed)
13. EMD PARTICULARS : Not applicable
14. Security Deposit : As per clause 20.0 of SCC (Sheet 17 of Part-II)
15. a) WHETHER REGISTERED WITH GOVT. AGENCIES :
SUCH AS CPWD/STATE PWD/MES/RAILWAY/
OTHER PUBLIC SECTOR UNDERTAKING ETC. OR
EXECUTED ANY WORKS FOR NEEPCO / BHEL OR
BHEL CONTRACTOR IN THE STATE OF TRIPURA
(please enclose copies of order)
b) VALIDITY OF REGISTRATION, if any :
16. Service tax certificate enclosed : YES / NO
17. PAN CARD enclosed : YES / NO
18. TIN NO :
19. BHEL PAYMENT TERMS : ACCEPTABLE / NOT ACCEPTABLE
20. Acceptable to Reverse auction for price negotiations: YES / NO

CONTRACTOR
(With Seal)


EMPLOYER

Part-III: Price Bid with Schedule of Works

Sl. No.	DESCRIPTION OF ITEMS	UNIT	QTY	AMOUNT in Rs. (inclusive of all taxes)
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings any size of girth up to 30 cms measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50m outside the periphery of the area cleared, with all labour material, tools, tackles and equipments, safeguards and incidentals as necessary, in all types of soil as per drawing, specifications and directions as per Engineer-in-charge.	sq m	121410	
2	Cutting of trees in the Monarchak solar area and transporting to designated location as informed by NEEPCO, Monarchak in log forms.	Nos	500	
3	Uprooting of tree roots after cutting of trees and removal of rubbish up to a designated area at NEEPCO, Monarchak.	Nos	500	
	TOTAL AMOUNT IN Rs. (Inclusive of all taxes)			

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Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560 026

INSTRUCTIONS TO TENDERER

1. Sealed Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the SDGM (SCPV-Engineering), Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore - 560 026, superscribing the envelope with the Tender reference no., Name of Work and Name and Address of the Tenderer.
The local address of the Contractors, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number (both office and residence).
3. All entries in tender documents should be in one ink. Eraser and over writing are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
4. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
5. Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable an account of Octroi, Sales Tax, tax on work contract etc., and also expenses towards all statutory formalities (see clauses 8, 39 and Annexure 'C'). Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderer.

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7. In quoting rates, the tenderer are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
8. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as "Octroi, sales tax, Service taxes, excise duty etc., arising from Act passed by Parliament or State Legislature and rules framed there-under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement rates on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.
9. (a) The rate quoted in the tender shall remain valid for a period of ' THREE MONTHS' from the date of opening tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of contract, in case his tender is accepted.
10. Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided the total value of the contract does not vary by more than 20% (Twenty percent)
11. Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
12. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.

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13. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially effect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

14. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.

15. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.

16. Unless the contractor whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of the tender withdrawn.

17. If after opening of tenders a tenderer revokes his tender or increase his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer –in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on value of the contract so awarded.

18. The BHARATH HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason there of. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered approximately by the accepting authority.

19. Conditional and Unsigned tenders, tender containing absurd rates and amounts, tenderer which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.

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20. The Contractors not borne on the approved list of Contractors of this organization must submit the following testimonials simultaneously with their tender superscribed. These testimonials shall be signed by the person(s) issuing the same indicating their name designation and full address.

- i A certificate to establish that the tenderer is an independent contractor working on his own.
- ii At least 2 certificate from the responsible Officer of Government or Firms of repute, regarding the tenderers capacity to undertake and carryout the work tendered for similar work satisfactorily.
- iii A certificate from the Bank of standing or magistrate regarding the tenderer financial position.

Note: (a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted.

(b) Non submission of the above testimonials simultaneously with the tenders may result in the tenders being rejected.

21. The tenders should be accomplished by a list of Contractors already held by the Contractor at the time of submitting the tender and giving the following particulars:

- a) Name of the work, value and address.
- b) The balance work remaining to be done on the same.

22. The tenders should be accomplished by a list of Contractors already held by the Contractor at the time of submitting the tender and giving the following particulars:

- a) Name of the work, value and address.
- b) The balance work remaining to be done on the same.
- c) Tenders submitted by the post should be sent by "Registered Post with acknowledgement due" or by courier.

Tenders received after the due date of opening tenders are liable to be rejected.

d) The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.

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e) If tenderer expires after the submission of the tender or acceptance of his tender, the BHEL, may at their discretion cancel such tender.

If a partner of a firm expires after the submission the tender, after the acceptance of tender, BHEL, may cancel such tenders at their discretion unless the firm retains its character/s.

f) If the tenderer deliberately gives wrong information on his tender, the BHEL reserves the right to reject such tender at any stage.

g) The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.

h) Should a tenderer or a contractor on the list of approved contractors has a relative or in the case of firm or Company of Contractors any of its share holders relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore-26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.

i) These 'INSTRUCTIONS TO TENDERERS' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 and 58 of BHEL G.C.C).

j) All operations to be carried out by the Contractor during the execution of the contract such as cutting of trees, etc., shall be done with proper equipments to be brought by the tenderer.

k) The Contractor shall comply with the all statutory provisions concerning works contracts while executing the works at the site.

l) The Contractor shall do all the formalities covering the required registration under labour laws and other statutory rules and also do the needful to satisfy compliance to filing of returns and other documentations to the appropriate authorities as required under Acts/Laws of government.

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- 41.1. If any action is brought in by authorities on BHEL for the work done by the Contractor for his labourers regarding deficiencies in complying with stipulations/rules etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.
- 41.2. The Contractor shall apply and obtain license under Contract labour(R&A) Act 1970 and comply the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the Principal Employer.
- m) Contractor shall insure all his labourers and material. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
- n) Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.
- o) Contractor shall produce necessary records, documents, explanation whenever he is called upon to do by any Government Agencies like ESI, PF, VIGILANCE etc.

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BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE-560 026

GENERAL CONDITIONS OF CONTRACTS

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

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CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him, A distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub-Contractors comply with or causes to be complied with contractors labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.

The Contractors shall do the needful to satisfy the provisions of statutory laws governing labour welfare. All documentation and registrations applicable for complying with these provisions shall be the responsibility of the contractor and if required he shall produce the records if called to do so.

The Contractor shall be liable to comply with statutory requirements in respect of remittances as per rules and regulations in respect of all labour employed by him for the execution of the contract.

The Engineer-in -charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power 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 workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

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The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractors Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs.50/- as liquidated damages for every default breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50/-per day for each day of default subject to maximum percent of the estimated cost of works put to tender . The contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expense incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

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SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. The Contractor shall take care of the safety aspects to ensure safety of men, equipment, material and environment during execution of the work. During the work execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials: -
 - (i) Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978.
 - (iv) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
 - (v) Hand and body protection devices conforming to:
IS-2573: 1975
IS-6994: 1973
IS-8807: 1978
IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

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In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

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**CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT
INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, STRIKE,
TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT**

The Contractor shall, within one month of the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike & against damage by air-craft with an insurance office approved by the Accepting officer from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with the BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Senior Engineer.

If the contractor fails to comply with the terms of this condition the Accepting Officer may insure the work and may deduct. The amount of premium from any money that may become payable to the contractor or may at his discretion refuse payment of any advance to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting Officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL property etc.

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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The special conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General Conditions of Contract the provisions of the special conditions of contract shall override the corresponding provisions of the BHEL General Conditions of Contract.

2. SCOPE OF WORK

The scope of work includes Jungle clearance from the site including felling of trees and the uprooting of the roots. The scope of work also includes cleaning/removing all debris from the site to the location as per direction of the Engineer-in-charge.

3. SITE CONDITIONS

Before tendering the Contractor shall get himself/themselves acquainted with site conditions such as the nature of soil likely to be encountered during the course of the work. The rates quoted by the contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. No claims on the pretext of ignorance of site conditions shall be entertained.

4.0 FACILITIES:

(i) POWER AND WATER SUPPLY

Power and water required at site for jungle clearance works, if required shall be arranged by the contractor at his expense and risk. BHEL is not responsible for any failure of water/electricity supply and the contractor will have to make his own arrangements for the same, without claiming any extra rate.

(ii) MACHINERY

The Contractor shall at his own expense, supply all tools, plant and equipment (hereinafter referred to as T & P) required for execution of contract, as specified in the tender documents.

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6.0 BENCH MARKS AND REFERENCE POINTS

The contractor shall construct and maintain proper benchmarks and reference points of the site as required and instructed by the Engineer Incharge.

8.0 RATES

The rates to be quoted are intended to provide for works duly and properly completed in accorded with the general and special conditions of contract and specifications and drawings together with such alteration and or conditions as may be required / ordered without prejudice to the generality thereof shall include for detail of construction which are obviously and fairly intended and which may not have been specifically referred in these documents and working drawings and but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover internal the followings.

- a) Arrangements for obtaining the clearance wherever required from statutory bodies, regarding license for construction permanent electricity, water supply, and sanitary connections including payment of necessary fees, inspection charges and obtaining financial certificates for using these services. The various items rates quoted in the schedule shall be deemed include the above services and no separate payments shall be made towards these.
- b) The cost of all superintendence and labour materials, tools, plants, equipments, mobilizing and demobilizing equipment fuel lubricants, fixture, transport charges, temporary and permanent works and quarrying charges, resting, screening, washing, handling of materials, stacking and removal charges, of any rejected materials and water and power arrangements and satisfactory maintenance of the same satisfactory completion of the work intended.
- c) Working in all conditions including in/under water liquid, conditions etc., and shall also include boiling or pumping out water from the foundations, basements or any other sources of whatsoever deslushing and allied operation at any stage of work including all suspension period and delays whatsoever. Cost of curing including pumping and curing water whatever necessary.
- d) In the interest of completion of work within the stipulated time, certain works are to be carried out during the monsoon period also. No separate payment will be made to the contractor for such works and it will be deemed to be included in the contract rates.

09 LABOUR COLONIES: -

No labour camp will under any circumstances be permitted within the premises.

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10. **ESCALATION: -**

The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies, arising from, acts passed by parliament or by state legislature, the rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come in to force subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come in to effect after tender, or on any other ground, will be entertained on any account.

11. **LEAD, LIFT, DEWATERING ETC.,**

- a) Unless otherwise specified in the tender schedule, the rates for all items will be deemed to include all leads, lifts and descents involved in the work.
- b) No separate payment will be made for dewatering (including seepage, surface drainage and monsoon water) desludging and allied operations at any stage of the work, and the cost of such operations will be deemed to be included in the contract rates
- c) No separate payment will be made for curing including pumping of curing water where necessary.

12. **EXTRA ITEMS**

No extra items of work shall be carried out by the contractor other than those authorised to do so in writing by the Engineer.

13. **QUANTITY**

The probable quantities of the several items of work are furnished in the schedule of quantities. It must be clearly understood that neither the probable quantities nor the value of individual items nor the aggregate value of the entire work shall be binding on the Employer/Engineer does not in any way assure the contractor or Guarantee that the said probable quantities are correct or that the work will correspond to these. The Employer reserves the right to omit, vary or add to the item/work described in the schedule, of quantities and no claim for compensation will be entertaining on this account.

14. **Variation/Deviation in quantities**

The contractor shall not make any alteration in addition to or omission from the work as described in the tender document except in pursuance of the written instructions of the Engineer-Incharge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the accepting officer in writing and incorporated in the contract.

The rates quoted are firm for deviation subject to minimum of (-) 20% and maximum (+) 20% of the total value of work awarded. Deviation beyond the above limits is subject to the standard terms and conditions of BHEL.

15. **Materials** Unless otherwise specified, BHEL, will not supply any materials.

16. **SUPPLY BY CONTRACTOR**

As this work is for only Jungle clearance works, no material supply is envisaged.

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17 **INTERRUPTION TO THE WORKS:-**

In quoting the rates/prices the Contractor should take in to account the fact that due to the design or other stipulations at site, or the necessity to follow a particular sequence of overall construction operation, or non-supply of particular drawings, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions will be entertained on any account.


18 **EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES**

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause 7.9 and 41 of BHEL General Conditions of Contract.

19 **COMPLETION OF WORK AND MEASUREMENT**

- a) All work shall be carried out according to authorised dimensions and measurement will be restricted to those authorised dimension even though the Contractor may for convenience of this work exceed the authorised dimensions.
- b) All work shall be measured in accordance with the applicable standard method of measurements prescribed by the Indian Standard Institution (1200 latest edition) unless otherwise specified.
- c) The Contractor shall admit for technical inspection, works which are likely to be embedded or covered by other works and have the necessary measurement books and certificates to this effect duly signed by the Engineer Incharge before the works are covered.
- d) On completion of the work, the Contractor must submit to the Engineer the following documents for passing of works.
 - i) A copy of the working drawing showing thereon all addition and alterations in the process of execution.
 - ii) A certificate for embedded and covered up works as in sub-para (C) above.
- e) The authorised Contractors representative and a representative of the Employer shall jointly sign a certificate of handing over any completed work and date of signature of that certificate will be that the date from which the maintenance period of that unit will reckoned.
- f) Notwithstanding the above insurance cover has to be taken by the contractor for the full value of work as also for the duration of the contract period., 50% of the Security Deposit shall be released only on the total completion of the building and handed over to BHEL to their satisfaction. Remaining 50% of Security Deposit shall be released subject to the stipulation in our GCC after 6 months from the date of completion of the building.

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19.0 **MAINTENANCE OF WORK** No maintenance is envisaged as this is a Jungle cutting or vegetation removal works.

20.0 **SECURITY DEPOSIT:**

Upon acceptance of the tender, the successful tenderer shall within the time specified in the letter of intent deposit with the Bharat Heavy Electricals Ltd.,

Successful tenderer is to be remitted Security Deposit. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	10%
Above Rs.10 lakhs up to Rs.50lakhs	1 lakhs + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs.50 lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs

The contractor should submit the Security Deposit before the start of the work.

- i) Cash (as permissible under the income Tax Act).
- ii) Pay order, demand draft in favour 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.,(Certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- v) Bank Guarantee from scheduled Banks/Public financial Institutions as defined in the companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the 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 should be collected before start of the work and balance 50% may be recovered from the running bills.
- viii) The Security Deposit shall not carry any interest.

NOTE: Accepting of Security Deposit against Sl.No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour on 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.

For extra items of work and deviated quantities, security deposit will be recovered at 10% of the value of deviated amount. The security deposit will be released as stipulated under clause 16(IV) of GCC.

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21.0 RUNNING ACCOUNT PAYMENTS

Payment shall be made in one lot on completion of the Jungle cutting works.

22 ADVANCE

No advance will be paid as there is no material supply.

23 STATUTORY DEDUCTION TOWARD INCOME TAX WILL BE MADE as per rules.

24 In respect of all labour directly or indirectly employed on the work by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 or any amendment thereof and all legislations and rules of the State and or Central Government or other Authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of the register etc., will be deemed to be part of the contract.

25 The Contractor is required to take insurance for all workers employed on works towards payment for workmen compensation. The insurance has to be taken out within 15 days of the award of work and has to be produced at the time of signing agreement. Half (1/2%) shall be deducted for every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen.

However the contractor shall be fully responsible for all the consequences arising out of such default. This may also be read with clause 20 of BHEL GCC.

26 TIME OF COMPLETION

The date of commencement of work shall be counted from the date of handing over the site to the contractor It may be clearly understood that time is the essence of the contract and the entire work should be completed within the time imposed in the tender document letter of intent.

27 The managements of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the contractor. The management of BHEL shall have the right to terminate the contractor forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the Earnest Money Deposit/Security Deposit paid by the contractor shall stand forfeited.

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FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

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CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employer of BHEL, or an employer of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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It is a term of a contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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