

BHARAT HEAVY ELECTRICALS LIMITED

BHEL House, Siri Fort

New Delhi-110049



Tender for Renovation of BHEL House

Tender Enquiry No: AA: GAX: 14: BHR: 401, Dated 30.05.2014

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Tender for Renovation of BHEL House, Siri Fort, New Delhi-110049

THIS TENDER DOCUMENT ISSUED TO:

Nature of work	Cost of Tender Document (In Rs.)	Date of Issue of Tender Document	Tender submission date and time	Tender opening date and time
Renovation of BHEL House, Sirifort, New Delhi	20,000/-	03.06.2014	01.07.2014 By 1100 Hrs	01.07.2014 By 1130 Hrs

The tenderers should submit their offer in the tender box placed at the Ground floor near the security at BHEL House, Siri Fort, New Delhi-110049.

Issued By

Signature & Stamp

SECTION – I

NOTICE INVITING TENDER

Dear Sirs

We are pleased to invite your competitive offer in sealed covers for “**Renovation of BHEL House Building, Siri Fort, New Delhi-110049**”. The terms and conditions of the tender are mentioned below. The complete set of tender documents may be obtained by the interested parties from BHEL House, Sirifort, New Delhi-110049 by submitting an application on their Letter Head and cost of tender documents by Demand Draft (in favour of BHEL payable at New Delhi). In case the tender is downloaded from website, the Demand draft towards the cost of tender shall be submitted separately along with EMD.

1. Tender Enquiry No. and due date & time must be legibly super scribed on all the envelopes.
2. Tenders shall be received on or before the due date & time and the same should be opened on due date & time as mentioned in Tender Enquiry in the presence of tenderers or their authorized representatives who so ever may like to be present.
3. Tenders received after due date & time, due to any reasons are liable to be rejected.
4. Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
5. Offers shall remain valid for 90 days period from the due date of submission of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
6. BHEL reserves the right to increase or decrease the quantity at the same rates and terms & conditions of this contract. Variation/s beyond the above limit shall be settled on mutually agreed rates.
7. Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid by authorized signatory.
8. **EMD:**
Each bidder has to deposit EMD of Rs. 2,00,000/- (Two lakhs only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. EMD submitted by tenderer will be forfeited if bidder revokes his tender within validity period or increases his rates. Pay Order or Demand Draft of EMD should be in separate envelope and envelope must be super scribed with Tender Enquiry No. and due date & time.

9. Security Deposit:

Upon acceptance of tender, the successful tenderer must submit the security deposit of Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 lakhs in any of the following forms:

- (i) Cash (as permissible in the income tax act)
- (ii) Pay Order, Demand Draft in favour of BHEL
- (iii) Local cheques of scheduled bank, 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 favour of BHEL and discharged on the back).
- (v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. 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 will be collected before start of the work and the balance 50% will be recovered from the running bills.
- (viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- (ix) The EMD and security deposit shall not carry any interest.
- (x) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- (xi) EMD of successful tenderer will be converted into security deposit and balance amount of security deposit will have to be deposited as per clause No. 9 above.

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

10. Prices quoted by the tenderers will be firm and no escalation on account of labour or material or taxes or any reason whatsoever will be paid to the successful tenderer for execution of the above job.

11. Prices quoted by the tenderers should be inclusive of all taxes etc. as prevailing on a Work Contract, but excluding service tax as applicable, for which the successful

tenderer has to submit the tax deposit receipt proof for release of payment along with the bill submitted for the payment.

12. Evaluation of the Tenderers will be done on overall quote basis for the complete work and entire job will be awarded to the successful tenderer.

13. Completion Time & LD:

Entire work has to be completed within 90 weeks from the date of award of work / LOI or handing over of vacant site as per phase-1 of implementation schedule (Annexure-K) whichever is later failing which liquidated damages will be imposed @ 1/2 % of the Contract Value per week of delay, subject to a maximum of 10% of the overall contract value. LD will be calculated on the total value of Work Order. The bidder has to mobilize all resources and commence the work with-in 2 weeks from the date of award of work / LOI or handing over of vacant site whichever is later.

14. Payment Terms

Monthly running bills will be paid against actual execution of work and submission of the bills by the contractor. Payment of each running bill will be limited to 90% and balance 10% of each running bill amount will be retained by BHEL and will be paid on final completion of work. The running bill of the contractor will be processed within two weeks from the date of submission of the bill/s. Balance payment will be made through Final Bill at the end of work.

15. The successful tenderer will carry out the work as per BOQ, Specifications and Drawings. In case of any doubt regarding the specification and its quality of work, Engineer-in-charge's clarification and decision will be final and binding on him.

16. The successful tenderer has to carry out the work day and night without creating any nuisance to the neighborhood. No time extension will be allowed whatsoever be the reason.

17. Tenderers are requested to go through the scope of work, visit the site location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any doubt and will be binding on contractor.

18. The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.

19. In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.

20. The contractor will be responsible for the quality of the work and it is to be guaranteed for a period of one year from the date of completion of job or final handing over the site to BHEL whichever is later.

21. The Tenderers are required to quote for the complete scope of work as mentioned in tender enquiry and BOQ. Tenders for part of the work or incomplete work in any respect are liable to be rejected. Tenderers shall certify in the Techno- commercial bid that rates for all the items have been quoted.
23. Work order will be placed on lowest bidder for the complete scope of work i.e. **“Renovation of BHEL House”** for which the bidder has qualified in the Techno-commercial Bid and subsequently has emerged as lowest bidder in the evaluation of price bid.
24. Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the Contractor.
25. **All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index for interlinking all the documents.**
26. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
27. If it is found that bidder/ contractor has provided any false information/ documents at any stage, the same will lead to disqualification of the bidder/ termination of contract and the bidder/ contractor will be blacklisted by BHEL as per BHEL rules.
28. Declaration Sheet as mentioned in “Annexure-D” should be submitted by the bidder and no information should be hidden by the bidder.

29. **QUALIFICATION REQUIREMENTS**

The Bidders/Firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- (A) The Bidder should have an average annual financial turnover of at least Rs 11.70 Crores of work during the last 3 years ending 31.03.2014.
- (B) Experience of having successfully completed similar works during last 7 years ending 31.05.2014 should be either of the following:
- (i) At least one work costing not less than Rs.31.00 Crores.
 - OR**
 - (ii) Two similar works costing not less than Rs. 19.40 Crores each.
 - OR**
 - (iii) Three similar works costing not less than Rs. 15.50 Crores each
- (C) Tenderers must have valid **PAN No., VAT / TIN No., Service Tax No. & ESI registration No.** which has to be submitted during submission of bid. Proof of valid **PF registration No.** and **Labour welfare cess** registration will have to be produced by the successful bidder at the time of submission of first Running bill.

“Similar Works” mentioned in (B) above shall include “Construction / Renovation of office space of approximately 1.00 lakh Sqft. area of one work/ 0.63 lakh Sqft. area of two works each / 0.5 lakh Sqft. area of three works each with any Central Govt. / State Govt. / PSUs / Public Limited Company / Private Limited Company and similar work necessarily include work in regard to interior finishing & furnishing of civil and electrical works.

30. **DOCUMENTS REQUIRED**

The tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:

Sl. no.	Documents Required
1	<ul style="list-style-type: none">➤ Copy of Income Tax return of previous three financial years i.e. 2011-12, 2012-13 and 2013-14.➤ Copy of balance sheet, PL A/c duly certified & audited by CA.➤ Covering letter with calculation of average financial turnover of previous three years i.e. of 2011-12, 2012-13 and 2013-14 duly certified by CA.➤ Details of similar work successfully completed in support of qualification requirements as per format mentioned in <u>Annexure A.</u>➤ Work orders along with BOQ and completion certificates with covering letter / indexing of the same.
2	<ul style="list-style-type: none">➤ Copy of PAN No., VAT / TIN registration certificate, Service Tax registration certificate & ESI registration certificate.➤ Proof of valid PF registration No. and Labour welfare cess registration should be submitted by successful bidder.
3	<ul style="list-style-type: none">➤ Un-priced price bid format as per Annexure-J, duly signed by the tenderer along with technical bid by mentioning “Q” in the column where quote is to be offered by the bidder.
4	<ul style="list-style-type: none">➤ A copy of tender enquiry duly signed on each and every page along with technical bid as a token of acceptance of T&C➤ Tenders shall be signed by persons duly authorized / empowered to do so.
5	<ul style="list-style-type: none">➤ No Deviation Certificate duly signed as per format mentioned in <u>Annexure-B.</u>
6	<ul style="list-style-type: none">➤ Details of the bidders duly filled and signed as per format mentioned in <u>Annexure-C.</u>

31. **PROCEDURE FOR SUBMISSION OF SEALED TENDERS:**

- (i) The offer is to be submitted as required in two parts in separate sealed covers prominently super scribed as **Part-1 “Technical Commercial Bid”** & **Part-2 “Price Bid”** and also indicating on each of the covers the Tender Enquiry Number and due date and time as mentioned in the tender enquiry.
- (ii) Envelope No. 1 i.e. Part-1 “Techno-commercial Bid” shall contain documents required under the Sl. No. 30 above.
- (iii) Envelope No. 2 i.e. Part-2 “Price Bid” shall contain price bid duly quoted in the BOQ format. **Bidder(s) shall necessarily allocate their Total Quoted Amount (mentioned at S.No.1 of Annexure J) for the entire Scope of**

Work to each part; as per the % mentioned in Price Bid (allocation should neither more nor less than % mentioned in BOQ by BHEL).

- (iv) An Envelope No. 3 shall contain required amount of EMD along with cost of tender (Separate DD for both) if downloaded from the website. Tenders submitted without EMD are liable to be rejected.
- (v) Above mentioned three separate Envelopes No. 1, 2 and 3 shall together be enclosed in Envelope No. 4 which should be super scribed with Tender Enquiry Number and due date. Checklist (enclosed **Annexure-E**) shall be placed inside the fourth envelope.
- (vi) On the scheduled date & time as mentioned in Tender Enquiry; tender opening process will be as follows:

Envelope No. 3 containing EMD will be opened first. After due verification of EMD as per clause No. 8, Part – 1 i.e. Envelope No.1 of the tender will be opened next. The evaluation of Technical Bid (Part-1) will be done afterwards. Tenderers who will qualify in Technical Bid (Part – 1) will only be participating in Price Bid opening (Part – 2). BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

- (vii) Offers should be strictly in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
- (viii) Only tenderers who have experience of execution and successful completion of similar work nature as per NIT Clause No. 29 are expected to quote for this work. Offer from Tenderer(s) who do not have proven and established experience in the same field as per NIT clause No. 29 will not be considered.
- (ix) The tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender terms & conditions, such deviations shall be clearly specified separately and enclosed along with **Annexure-B** (No Deviation Certificate). If no deviations are given in the annexure, it will be presumed that the tenderer accepts all terms & conditions of the tender and no deviation at a later date will be acceptable.
- (x) Offers with deviations from terms and conditions of this tender are likely to be rejected; as per discretion of BHEL.

- (xi) Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from New Delhi Office at the address mentioned below up to one week before the tender due date.
- (xii) If a Tenderer unconditionally withdraws any deviation mentioned in his “No deviation Certificate” before Price Bid opening, the same shall not be considered as a deviation.

32. SCOPE OF WORK

This tender specification for execution of work of “**Renovation of BHEL House Building, Sirifort, New Delhi-110049**” covers supply of all materials, construction of all the civil & structural and architecture works related to building and foundations, plain & reinforced cement concrete, reinforcement, scaffolding, form work, masonry work, floor finishes including dado & skirting, plastering, painting, roof finishes, doors, windows, ventilators, rolling shutters, internal & external plumbing, water supply, water proofing, drainage & sewerage, fencing, roads, MS embedment and foundation bolt / anchor bolts etc. and also includes supply of all materials, consumables, labour, tools & plants, transportation and storage, quality control, sample testing etc. all complete as per BOQ, specifications and approved drawings for proper and successful execution of the job. The tender(s) should reach the under mentioned on or before the due date & time mentioned above. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled date and time as mentioned. Tenderers may provide their e-mail ID for faster communication in respect of the above.

- 33. Interested tenderers shall collect all tender drawings mentioned in tender document from the undersigned in a form of CD.
- 34. Bidder's should necessarily quote their prices as per % (percentage) allocation mentioned in the BOQ and the same shall be submitted along with price bid.

V. K. Singh DGM (HR-GAX)
Bharat Heavy Electricals Limited
BHEL House, Siri Fort,
New Delhi – 110049.
Phone No.: 011 – 66337403, Fax: 011 – 66337428
E-mail: vksingh@bhel.in

For & on behalf of
Bharat Heavy Electricals Ltd.

(V. K. Singh)
DGM (HR-GAX)

SECTION- II

GENERAL CONDITIONS OF CONTRACT

PART – A

INSTRUCTIONS TO TENDERERS

1. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. Telegraphic offers and offers received by telex may not be considered.
2. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. If the tenderer(s) have any doubt about the meaning of any portion of the tender specifications or find discrepancies / omission in the drawings or the tender documents issued are incomplete or he/she requires clarification on any of the technical aspect, scope of work etc., he/she should contact the authority inviting the tender; for clarification before the submission of the tender.
3. The tenderer (s) should quote the rates in international numerals. These rates shall be entered in figures neatly without any cutting or overwriting; however overwriting if any shall be initialed by the tenderer/authorized signatory.
 - a) If, in the price structure quoted, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) For the purpose of tender, the metric system of units shall be used. Both the blank columns of bill of quantities (BOQ), titled "Rates" and "Amount" as well as the total & grand total at the last page of the BOQ has to be filled by the Tenderer in legible and neat handwriting or typed. All totals shall be given both in words as well as in figures.
4. All entries in the tender should either be typed or be written in ink. Eraser and over writings are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.

5. Information on type of holding details of the Tenderers organization shall be submitted as follows:

IN CASE OF FIRMS WITH SOLE OWNERSHIP: Full name, experience and address of the proprietor and nature of business.

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public should be enclosed.

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried out by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

6. All the Annexure mentioned below must be signed & stamped and must be submitted along with tender document:-

- (i) Details of similar jobs executed / in progress duly filled in as Annexure- A. The supporting document must be enclosed along with Annexure-A;
- (ii) In addition to the above, the particulars required include Annexure-B (No Deviation Certificate);
- (iii) Particulars/ Details of the bidders duly filled in as Annexure- C;
- (iv) Declaration sheet as per Performa enclosed at Annexure-D;
- (v) Checklist and schedule of general particulars duly filled in as per Annexure-E;
- (vi) Integrity Pact duly filled in as per Annexure-H
- (vii) Details of pending court cases, if any, between the Tenderer and any unit of BHEL as per Annexure I;
- (viii) Un-price bid format as per Annexure-J duly mentioned "Q"/ "Quoted" in rows mentioned at sl. No. 1 & 2

The expenses for completion and making required number of copies and compilation of Contract Documents duly bound / titled and stamping / registration of the agreement with prescribed authority, if necessary, shall be borne by the bidder.

7. CONDITIONS FOR REJECTION OF TENDER AND OTHER CONDITIONS:

- (i) Tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender terms & conditions, specifications etc., are liable to be rejected.
- (ii) BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution

of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

- (iii) If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and can forfeit the Earnest Money/ Security Deposit/ any other money due.
- (iv) Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relative employed in BHEL, the authority inviting tender shall be informed about the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender at any stage or to cancel the contract, if awarded and can forfeit the Earnest Money/ Security Deposit/ any other money due.
- (v) The contractor should not sub-contract the part of work or complete work detailed in the tender specification. In case such subcontracting is resorted to, BHEL reserves the right to cancel the contract. The tenderer is solely responsible to BHEL for the work awarded to him.

SECTION – II

PART – B

GENERAL TERMS AND CONDITIONS

8. DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- (i) The “**BHEL**” shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956, with its Registered Office at BHEL House, Sirifort, New Delhi-110049, which expression shall include its successors and assigns; acting through its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- (ii) The “**Tenderer/ Bidder**” shall mean the Firm/Company/Organization, which quotes against the Tender Enquiry issued by BHEL. It may also be referred as Bidder.
- (iii) The “**Contractor / Successful Tenderer**” shall mean the individual, firm or company whose Offer is accepted by BHEL and enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- (iv) The “**Contract**” shall mean and include the agreement, the work order, the accepted appendices of rates, BOQ, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement. It may also be referred as ‘Contract Document’.
- (v) The “**Sub-contractor**” shall mean the person/firm/company/organization to whom/which any part of the work has been sub-contracted by the Contractor, with the written consent of BHEL or its duly authorized signatory and shall include his heirs, executors, administrators, representatives and assigns.
- (vi) The “**Engineer-in-charge**”, for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorized, appointed and notified in writing by BHEL to act as engineer. In cases where no such Engineer has been appointed, the word 'Engineer' shall mean the duly authorized representative of BHEL.
- (vii) The “**Equipment**” shall mean and include plant & stores on which work is to be done by the Contractor under the Contract.

- (viii) The “**Work**” shall mean and include supply of all categories of labour, specified consumables, tools & tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of BHEL. It may also be referred as ‘CONTRACT WORK’.
- (ix) The “**Tender Document**” shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof. It may also be referred as “Tender Specification”.
- (x) The “**Offer**” shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer(s) in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as “**Bid**”.
- (xi) “**Acceptance of offer**” shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- (xii) The “**Letter Of Intent**” shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this issuance date.
- (xiii) The “**Site**” shall mean the site of the proposed “**Renovation of BHEL House**”.
- (xiv) The “**Completion Time**” shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of BHEL or its duly authorized representative and conforming to the specifications of the Contract.
- (xv) The “**Tests**” shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by BHEL or its duly authorized representative in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- (xvi) The “**Commissioning**” shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- (xvii) The “**Approved**”, “**Directed**” or “**Instructed**” shall mean approved, directed or instructed by BHEL or its duly authorized representative.

- (xviii) **“Months”** shall mean calendar months.
- (xix) **“Days”** shall mean calendar days.
- (xx) **“Writing”** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

9. OPENING & EVALUATION OF OFFERS

- (i) Evaluation and scrutiny of offer shall be for the total package of the items as per tender enquiry/ BOQ.
- (ii) Clarifications if any required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- (iii) In case of any change in specification, BHEL may ask tenderer (s) to submit impact of such a revision. In such case the original price bid along with the impact shall be opened and considered by BHEL.
- (iv) Unsolicited price bids shall not be entertained.
- (v) Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of his tender.
- (vi) The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.

10. COMMENCEMENT AND COMPLETION OF WORK

- (i) The bidder has to mobilize all resources and commence the work with-in 2 weeks from the date of award of work / LOI or handing over of vacant site as per phase-I of implementation schedule (Annexure-K) whichever is later with due expedition without delay. The responsibility of contractor under this Contract commences from the date of issue of the Letter of Intent. The contractor shall submit a bar chart within 7 days from the date of award of work considering the overall project completion schedule.
- (ii) If the contractor fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- (iii) All the works shall be carried out under the direction and to the satisfaction of BHEL or its duly authorized representative.

- (iv) The transported equipment erected / constructed plant or work performed under the Contract, as the case may be, shall be taken over by BHEL in part or in full when it has been completed in all respects and/or satisfactorily put into operation at site. However, the work under the Contract shall be considered as completed only when the full scope of work is taken over by BHEL or its duly authorized representative.

11. MEASUREMENT OF WORK AND MODE OF PAYMENT

- (i) All payments due to the contractor shall be made by NEFT.
- (ii) For progress/running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents, BOQ and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- (iii) These measurement sheets will be checked by the Engineer and quantities eligible for payment under different items as per BOQ shall be decided by him. The abstract so arrived shall be entered in the Measurement Book and signed by both the parties.
- (v) Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. Payment shall be made by BHEL after affecting the recoveries due from the contractor.
- (vi) All recoveries due from the contractor for the month / period shall be put to effect in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.
- (vii) The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, should provide all the assistance with appliances and other things necessary for measurement.
- (viii) If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.
- (ix) Final bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL or its duly authorized representative. The Contractor shall give **unqualified “No Claim” and “No Demand” certificates**. All the tools and tackles loaned to him should be returned in working condition to the satisfaction of BHEL or its duly authorized representative. The abstract of final quantities and financial values shall also be entered in the Measurement

Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only Security deposit shall remain unpaid which shall be released after completion of guarantee period.

- (x) Lump sum omissions will be entered for deduction.
- (xi) The contractor shall give notice/ reasonable time in writing to BHEL or its authorized representative for measurement.
- (xii) Method of measurements shall be as per standard specifications included in the tender and as per relevant IS Codes.

12. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation:

- (i) To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- (ii) To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments or in case BHEL decides to advance the completion schedule due to other emergent reasons.
- (iii) To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages / penalty in the event of: (a) Contractor's continued poor progress. (b) Withdrawal from or abandonment of the work before completion of the work. (c) Corrupt act of the contractor. (d) Insolvency of the contractor. (e) Persistent disregard of the instructions of BHEL. (f) Assignment, transfer, subletting of the contract work (g) Non-fulfillment of any contractual obligations.
- (iv) To recover any money due from the Contractor from any money due to the Contractor under this or any other Contract or from the Security Deposit.
- (v) To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

- (vi) In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

13. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- (i) As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- (ii) The contractor at all times during the continuance of this contract, should give due regard to all local festivals, religious and other customs in all his dealings with the local labour for the time being employed on or in connection with the work.
- (iii) The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give notice to the local Governing Body, Police and all other such concerned Authorities, as may be required under law.
- (iv) The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from money due to him or otherwise as deemed fit.
- (v) BHEL will pay the statutory fees for inspection etc. to the government agencies. Contractor will have to liaison with Govt. Agencies to get the necessary certificate for smooth progress of work.
- (vi) The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- (vii) The contractor shall be responsible for proper medical facilities for the personnel employed by him, in case of any eventuality.
- (viii) The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

- (ix) The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make up for the losses and compensate them.
- (x) All the properties/ equipment/ components being issued by BHEL with or without deposit, to the contractor shall remain the properties of BHEL. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours working of such property/equipment/ component becoming unusable/ not in working condition. The contractor shall return them in working condition as and when required by BHEL. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer-in-charge, will be recovered from the contractor and such a cost shall be final.
- (xi) It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment along with interest component.
- (xii) The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.
- (xiii) In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- (xiv) Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL. Compensation for such extra hours to be in line with statutory requirements.
- (xv) The contractor shall execute the work under the conditions usual to such renovation work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- (xvi) The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, as & when called for.

- (xvii) In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer-in-charge.
- (xviii) No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- (xix) If it appears to BHEL/ Engineer-in-charge/ Consultant that the contractor is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the contractor is in default or has breached the contract in any other way, then BHEL may order the contractor in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the contractor neglects to redeem it within the said period, then BHEL will be at liberty, without prejudice to any of its contractual rights, to execute the work the contractor has neglected to perform, or to take away the whole contract or a part thereof from the contractor and place an order for it with someone else. The contractor shall be liable for any loss suffered by BHEL on account of steps taken by BHEL in terms of this clause.
- (xx) The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL.
- (xxi) Contractor shall not stop work or abandon the site for whatsoever reason or dispute, except for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.
- (xxii) The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- (xxiii) No land belonging to BHEL shall be occupied by the Contractor without the written permission of BHEL.

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

- (i) All safety rules and codes applied by BHEL at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care

of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

- (ii) 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 authorized BHEL officials.
 - (a) Safety Helmets conforming to IS-2925
 - (b) Safety Belts conforming to IS-3521
 - (c) Safety shoes conforming to IS-1989
 - (d) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983
 - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
 - (f) Rubber gloves for electrical purposes conforming to IS-4770
 - (g) Industrial safety gloves (leather & cotton gloves) conforming to IS-6994
 - (h) Industrial and safety rubber knee boots conforming to IS- 5557
- (iii) All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. should be provided by the contractor for the lifting of equipment, installation etc. by the contractor and shall be of safe design and good quality.
- (iv) All electrical equipment, connections and wiring for power used for renovation work, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only experienced electricians shall be employed by the contractor to carry out all types of electrical works of the building. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- (v) The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- (vi) Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

- (vii) In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- (viii) In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- (ix) If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given 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 authorized BHEL official, BHEL shall have the right to take the 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.
- (x) The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.
- (xi) During the course of renovation work, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap and disposable scrap shall be kept cleared from working areas, passageways and stairs in and around site.
- (xii) Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- (xiii) All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Adequate number of such trained personnel must be available during the tenure of the contract.
- (xiv) Contractor shall provide adequate fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities arising out of a fire accident. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.

- (xv) Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with the designated official of BHEL.
- (xvi) Safety measures of the contractor in execution of the awarded job must be to the satisfaction of Safety Department of BHEL.
- (xvii) Necessary precautions and arrangements including sprinkling of water during work as acceptable to BHEL for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained and the contractor's rates shall be deemed to include necessary costs on this activity.

15. CONSEQUENCES OF CANCELLATION

- (i) Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer-in-charge which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- (ii) In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage (i.e. 30%) to cover supervision and establishment charges as may be decided by BHEL.

16. INSURANCE

- (i) Contractor shall arrange for insuring the materials covering the risks during transit, storage, erection and commissioning. The Contractor has to arrange on his own insurance pertaining to their scope of work for all workers and to arrange for accident risk policy/ workmen compensation policy, materials like Cement, Reinforcement steel and other bought out items and other valuable building materials during its transport and storage, till it goes to the permanent work, their all T & Ps and, IMTEs and fixed assets which they may acquire and deploy at site. Comprehensive insurance cover against any eventuality has to be taken by the contractor for constructed and completed structures at site till these are handed over to BHEL.
- (ii) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules

and Regulations of BHEL in the Project Area which are in force from time to time will be followed by the contractor. If due to negligence and/or non-observance of safety and other precautions, any accident / injury occur to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

- (iii) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL. Lodging an insurance claim and it's settlement is the sole responsibility of the contractor. BHEL reserves the right to recover the loss from the contractor, in case the damage / loss to BHEL property due to carelessness / negligence on the part of the contractor and the claim not getting settled. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL.

17. STRIKES AND LOCKOUTS

- (i) The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own manpower or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- (ii) For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

18. FORCE MAJEURE

- (i) The following shall amount to Force Majeure conditions. Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- (iii) If the contractor suffers delay in the due execution of the contract, due to delays caused by force Majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

19. GUARANTEE

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period as specified in the Special Conditions of Contract and shall rectify, free of cost to BHEL, all defects arising out of faulty erection/ construction during the guarantee period. In the event of the contractor failing to repair the defective works within the time specified by the Engineer-in-charge, BHEL

may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any money payable to the contractor or by other legal means.

20. CONTRACT LAW, NOTICE AND ARBITRATION:

- (i) The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary civil jurisdiction over site shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.
- (ii) The Contractor shall furnish to the Engineer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

ARBITRATION

- (iii) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
- (iv) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

21. LAWS GOVERNING THE CONTRACT

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

22. JURISDICTION OF COURT Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

23. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

(i) If the Contractor fails to deliver any job as per the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, BHEL without prejudice to his right to recover any expenses, losses or damages to which BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor and if BHEL so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of BHEL, which shall be final, readily procurable, at the risk and cost of the Contractor and the Contractor shall be liable to BHEL for any excess costs provided that the Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor shall on no account be entitled to any gain on such repurchases.

(ii) Cost of the work executed by BHEL at the risk and cost of the contractor shall be worked out after levying 30% overheads as departmental charges on the cost of work done

24. Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax/ e-mail the duly signed and stamped the scanned copy of the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, 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 loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
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’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should

acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SECTION - II

PART – C

TERMS AND CONDITIONS FOR CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS

1. CONTRACTOR'S SITE OFFICE

- (i) The Contractor shall establish an office at Site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the Engineer or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

2. CONTRACTOR'S SUPERVISION

- (i) The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by BHEL to act in his stead.
- (ii) The Contractor shall employ an Engineer/ Agent having wide knowledge and experience.
- (iii) The employment of an Engineer / Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognized technical qualification and is in the opinion of the Engineer capable of receiving instructions of the Engineer and of executing the work to the satisfaction of the Engineer.
- (iv) If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the Engineer-in-charge shall have full powers to suspend the execution of work and stop payment of any money that may have become due until such date as 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.
- (v) Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- (vi) The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the Engineer may consider necessary.
- (vii) The Contractor or his accredited Agent shall attend, when required and without making any claim for doing so, either the office of the Engineer or the work site to receive instructions.
- (viii) The BHEL Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any Agent, servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

3. SUPERVISORY STAFF AND WORKMEN

- (i) The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under this specification. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with removes him.
- (ii) The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL / other agency.
- (iii) The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., and effecting major renovation work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel / contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- (iv) It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL. The contractor's finally accepted rates shall include all these contingencies.
- (v) During the course of renovation work, if the progress is found unsatisfactory, or in the opinion of BHEL, if it is found that the skilled workmen like welder, fitters, technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and recover from the contractor's bills along with departmental charges.
- (vi) If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision will be final) from any money due to the contractor.
- (vii) The implementation schedule is to be submitted by the contractor as per the prevailing general format. This is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent without any compensation on this account.
- (viii) The Contractor shall ensure deposit of provident funds and get necessary ESI of their deployed workmen, employees at site and produce documents to BHEL in respect of these as desired by BHEL from time to time.

4. TOOLS AND PLANTS / IMTEs

- (i) All T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided in working condition by the contractor at his own cost. In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.
- (ii) All distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water / electrical connections etc. shall have to be arranged by the contractor at his own cost.
- (iii) The contractor shall arrange at his own cost operators, fuel, and other consumables etc. for the operation. All lubricants such as mobile oil, gear oil, break oil, hydraulic oil, torque converter oil & grease shall be provided by contractor free of cost.
- (iv) The contractor shall engage trained and experienced operators for the operation of T&Ps. BHEL Engineer will check their skill and performance before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper & safe handling of equipment, consistent good performance of operators & regular performance evaluation of operators.
- (v) The day to day and routine maintenance of T&Ps should be carried out by contractor as per manufacturer's schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL Engineer. Contractor shall maintain records for maintenance of major T&Ps which shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor BHEL at its own discretion get the servicing / repair of equipment done at the risk and cost of the contractor with BHEL overheads.
- (vi) Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the contractor at his cost. All necessary manpower, tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost.
- (vii) Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. Maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
- (viii) Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorised / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- (ix) Retesting / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer and shall be within the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that

instrument, failing which BHEL may deploy IMTEs and retake the readings at contractor's cost.

- (x) BHEL shall have lien on all T&P, IMTEs & other equipment of the Contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract. The Contractor and/or his Sub-contractors shall remove no material brought to the Site from the Site without the prior written approval of the Engineer-in-charge.
- (xi) The month wise T&P deployment plan to be submitted to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&Ps, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

5. MATERIALS

- (i) The contractor shall at his own expenses provide all materials e.g. cement, reinforcement steel, structural steel, cladding, all finishing material including paints, welding electrodes and other consumables etc. required for the work.
- (ii) All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
- (iii) The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
- (iv) The BHEL Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The BHEL Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
- (v) The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such

indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.

- (vi) The Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and the Engineer requires such tests, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.
- (vii) After acceptance of the Contract, if Contractor desires BHEL to supply any other materials, such material may be supplied by BHEL, if available, at rates to be fixed by the Engineer along with prevailing departmental charges (current rate of 30%). BHEL reserve the right not to issue any material. The non-issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.
- (viii) Material required for the works, whether brought by the Contractor or supplied by BHEL, shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of material shall be the responsibility of the contractor.
- (ix) BHEL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- (x) All materials brought to the Site shall become and remain the properties of BHEL and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed, in respect to the the surplus material, if any, the Contractor shall, at his own expense, forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall become the property of the Contractor.
- (xi) It shall be the responsibility of the contractor to inform BHEL, regarding suppliers of all material, Brands and grade, type of electrodes etc. before procurement of welding electrodes / TIG wires etc which will be used in renovation work. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch No., date of expiry etc. and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. Without valid test certificate, the use of welding electrodes is prohibited.

- (xii) All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the contractor.

6. HANDLING OF CEMENT, REINFORCEMENT AND STRUCTURAL STEEL

- (i) Materials will be accounted only for permanent works and not for making templates, other temporary works, enabling works etc. and the same shall not be taken into account for purpose of material reconciliation for billable items. The coefficients for theoretical consumption of material shall be as per CPWD specifications.
- (ii) The contractor shall bear all other costs including the lifting, carting from issue points to works site/contractor's stores, custody and handling etc.
- (iii) All steel shall be accounted in available lengths / shapes and no claims for extra payment on account of receipt of non-standard lengths/shapes will be entertained. For the purpose of billing and accounting only linear measurement will be taken and weight will be calculated as per the SAIL / IS co-efficient. The difference in unit weight as per SAIL / IS and actual as issued, if any shall be to the contractor's account and contractor shall quote the rates for corresponding item to take care of such difference.
- (iv) The theoretical weight of each bag of cement will be considered as 50 kg per Bag. No claim whatsoever shall be entertained on this. The weight of each consignment at suitable capacity of weighbridge, nearest to the plant shall be ensured in the presence of BHEL representative, if required, and ascertained by BHEL. Empty cement bags shall be the property of Contractor
- (v) The Contractor shall maintain good stores for storing the cement issued to him. The flooring of the storage house, the clearance of cement bags from the side walls, etc., shall be as per the instructions of the Engineer-in-charge.
- (vi) The **cement stores** shall be open for supervision and verification by the Engineer-in-charge or his authorized representative by any time when the Engineer-in-charge feels the need to do so.
- (vii) All excavated material shall remain the property of the BHEL. In case the Contractor wishes to utilize the boulders excavated by him during the excavation work at the site, the same may be issued to him at prevailing rates on the cost recovery basis as decided BHEL.

7. SCRAP & SERVICEABLE MATERIALS

- (i) All scrap and unserviceable materials will be disposed out of BHEL premises by the contractor at his own risk and cost. The non-buy back serviceable materials will be stocked in the BHEL compound as per the direction of BHEL.

8. EXECUTION OF WORK

- (i) The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the Engineer shall be final & binding.
- (ii) The Engineer-in-charge will communicate or confirm his instructions 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 confirm receipt of such

instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

- (iii) The contractor is responsible for proper, timely and smooth co-ordination with other agencies who are executing the works in the same premise i.e. BHEL House, Siri Fort, New Delhi-110049. For eg. The contractor must do proper routing, installation and prepare necessary cut out in the furniture & commissioning with co-ordination with agency who is supplying furniture during and after installation of furniture. Similarly the false ceiling work will be done with proper co-ordination with agency assigned to HVAC work so that necessary ducting and other accessories work can be completed without any hindrance.

9. SETTING OUT

- (i) All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works.
- (ii) The Contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may be deemed necessary placed by BHEL / Customer at contractor's expenses.

10. SITE DRAINAGE

- (i) All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the trenches with suitable de-watering methods like, pumping out, well point system etc. considering the depth of water table at plant site. All such expenditure on **de-watering** shall be deemed to be included in quoted rates.

11. DISCREPANCIES AND ADJUSTMENT OF ERRORS

- (i) The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.
- (ii) In case of discrepancies between BOQ, the specification and / or the drawings, the following order of preference shall be observed.
 - (a) Description in BOQ.
 - (b) Special conditions
 - (c) Technical Specifications
 - (d) Drawings
 - (e) General conditions of contract
 - (f) If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the document.

- (iii) Any error in description, quantity in BOQ 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 works comprised therein according to the drawings and specifications or from any of his obligations under the contract.
- (iv) If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
 - (a) In the event of discrepancies between description in words and figures quoted by a Tenderer, the lesser of the two will be treated as valid rate.
 - (b) In the event of an error occurring in the amount column of BOQ as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the Tenderer, shall be ignored.
- (v) If neither drawing nor specification contain any mention of minor details of renovation work which in the opinion of the Engineer-in-charge whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in his scope.

12. SAFETY CODE

- (i) Besides provision with regard to safety, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the Engineer and in manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, losses and injury to any person or property and shall be responsible for complying with all statutory obligations in this respect. Further, the contractor is required to provide proper Safety Net System wherever the hazard of fall from height is present as per instructions of BHEL Engineer at site. The safety net shall be duly tested and shall be of ISI mark and the nets shall be located as per site requirement to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- (ii) Contractor shall complete the work as per provisions of HSE which shall be provided on commencement of the work.
- (iii) Contractor has to maintain contact with local hospital having scanning & other modern medical facilities required during emergency.

- (iv) Contractor has to ensure pre employment medical check for all staff & workers.
- (v) Contractor has to ensure that adequate minimum First Aid facilities with trained nurse & ambulance are available at work site for emergency purpose. This emergency set-up of contractor should include, but not limited to, following:-
- Male nurse (in shifts)
 - Oxygen set up
 - Breathing apparatus
 - Eye wash facility
 - Stretcher
 - Trauma blanket
 - Medicines
 - Ambulance with operator.

However, emergency First Aid facilities as available at BHEL Dispensary, Asiad, New Delhi can be utilized in case of emergency on chargeable basis.

13. NUISANCE

The Contractor shall not at any time do, cause or permit any NUISANCE on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the Site and to the public generally.

14. MATERIAL OBTAINED FROM EXCAVATION

Materials of any kind obtained from EXCAVATION on the Site shall remain the property of BHEL and shall be disposed of as the Engineer may direct, at no extra cost.

15. SUBMISSION OF DETAILS OF WORK

The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him up to and including the previous month which are not covered by this Contract Agreement in any of the following respects:

- (a) Deviation from the items and Specifications provided in the Contract documents.
- (b) Extra items/new items of work.
- (c) Quantities in excess of those provided in the Contract Schedule.
- (d) Items in respect of which rates have not been settled.

16. DEVIATION

- (i) The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. 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 Engineer in writing and incorporated in the Contract.
- (ii) The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum is not thereby varied on the whole by $(\pm)15\%$. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right he shall

specify his intentions for the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

17. VALUATION OF DEVIATIONS

Rates for deviated items or new items of work shall be as follows:

- (i) If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- (iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on CPWD manual of rate analysis as guidance.
- (iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer, of the rate at which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges, depreciation and maintenance will be taken as 15% over direct cost.

18. COMPLIANCE TO REGULATIONS AND BY-LAWS

The Contractor shall conform to the provisions of any statute relating to the work and regulations and by-laws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or

bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

19. FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR

- (i) BHEL shall provide limited open space for office and store/ workshop at site free of rental charge as and where made available. It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area.
- (ii) **Electric power for office and workshop will be provided on chargeable basis and on prorated basis based upon prevailing rates** at one point within the premises as decided by BHEL. Further distribution will have to be made by contractor. The Contractor at his own cost shall install the calibrated Energy meter provided by BHEL for the electricity metering. The power consumption will be recorded on periodical basis preferably on weekly basis.
- (iii) All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply. Required calibrated energy meter for measurement of power consumed has to be arranged / installed by Contractor at his cost. Non-availability of power supply from BHEL source shall not be an excuse for delay in completion of work. **Sufficient silent DG sets** have to be arranged by the contractor in case of non- availability/ interrupted power supply from BHEL.
- (iv) The Contractor shall not effect any change in the temporary installation unless permission is obtained from BHEL or their authorized representatives.
- (v) The Contractor confirms that unit rates quoted above take care of such variation during execution stage.
- (vi) On completion / termination of the work, the Contractor shall remove all temporary structure built by him and restore the land in its original condition and the land shall be handed over to BHEL. The Contractor at his cost shall remove debris generated from demolition of temporary structure. If the contractor fails to give vacant possession of the land as aforesaid in the original condition, BHEL reserves the right to withhold payment of Contractors bill till handing over of the vacant possession of the land and contractor shall be liable to pay compensation determined by BHEL for such unauthorized occupation of land. The compensation shall be recovered from the bills of contractor, without any notice.
- (vii) Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- (viii) In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.

- (viii) No claim for damages will be entertained by BHEL on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.
- (ix) Construction water required for the site shall be arranged by the contractor. The Contractor should make arrangements for storage of sufficient quantity of water to meet his requirement of two days in well-built water storage tanks with covered tops lifting arrangements etc. The Contractor shall ensure that there is no wastage of water. The contractor shall obtain prior approval of BHEL of the distribution scheme before laying the pipelines.
- (x) The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.
- (xi) On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.
- (xii) No residential facilities shall be provided by BHEL for contractor's employees/workmen and associated agencies.

20.0 Gate Passes:

It is the responsibility of the contractor to arrange gate pass for all his employees, T & Ps etc. Necessary coordination with security officials is the responsibility of the contractor. Contractor shall follow all the laid down procedures for obtaining these gate passes. Contractor shall arrange to receive necessary permits for working beyond normal working hours, working on holidays and during night. All incoming and outgoing of manpower, material, equipment shall be strictly through gate passes only.

21.0 PROGRESS REPORTING

- (i) Contractor is required to draw mutually agreed monthly program in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
- (ii) Fortnightly progress review meetings will be held at site during which actual progress during the fortnight vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor for discussions shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action shall be

discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.

- (iii) The contractor shall submit monthly progress reports, materials reports, consumables report and other reports as per proforma considered necessary by the Engineer.
- (iv) The progress report shall indicate the progress achieved against planned , with reasons indicating delays , if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time , so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- (v) Contractor shall submit periodical reports in respect of the following aspects of operation:
 - Progress report- fortnightly
 - Field Quality checks carried out.-report
 - Field calibration reports
 - HSE reports
 - Accident/ unfortunate mishap reportBHEL at site shall inform formats for these reports

22.0 DRAWINGS AND DOCUMENTS

- (i) Necessary drawings / documents by BHEL to carry out the renovation work will be furnished to the contractor by BHEL (except those proposed to be prepared by contractor, as mentioned in this contract, if any). Contractor shall ensure safe storage of these documents.
- (ii) The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and return to BHEL.
- (iii) The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- (iv) Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- (v) Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

23.0 DELAY AND EXTENSION OF TIME

(i) The Contractor shall not be allowed any time extension of completion except in the following cases:

- Force majeure conditions
- Major changes or substantial addition to work ordered by the BHEL adversely affecting the completion time.
- Any other circumstance of any kind whatsoever which may occur making the contractor entitled to an extension of time which, however, shall be in the absolute discretion of BHEL. By reason of any other cause, which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension, which will be communicated to the Contractor by the Engineer in writing, shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

The Contractor, upon happening of any such event shall immediately present the case. The request for extension of time shall be submitted by the Contractor in writing and based on the merit the case shall be considered.

The contractor shall not be eligible for any time extension on account of delay which is attributable by him. Engineer-in-charge decision shall be final and binding to the contractor as per terms and conditions of contract.

SECTION-III

SPECIAL CONDITIONS OF CONTRACTS

1. INTRODUCTION

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

2. LOCATION OF SITE

BHEL House Building, Sirifort, New Delhi-110049.

3. SCOPE OF WORK

- (i) The scope of work is as per BOQ (Section-IV) and Technical Specifications (Section-V).
- (ii) The specific technical requirements for work to be executed under this Contract shall be as per Section V. **The applicability of specifications shall be limited to the scope of works only as specified in the BOQ (Section-IV).** Mechanical items indicated are for general information only.
- (iii) The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The contractor should visit the site and identify all such incidental items (as described above) so that these are included in the rates quoted in the price bid submitted by the contractor.
- (iv) The tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
- (v) Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the “Bill of Quantities” shall include but not be limited to the following.
- (vi) Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.

- (vii) Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
- (viii) Arrange necessary T & P and IMTEs for carrying out the work.
- (ix) BHEL is ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company. The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of Engineer.

4. TIME SCHEDULE

- (i) The contractor is required to commence the work from the date mentioned in Letter of Intent unless BHEL decides to fix any other later date.
- (ii) Entire work as detailed in tender specification shall be completed within **90 weeks** as per the programs / milestones/ implementation schedule (Annexure-K) decided by BHEL from time to time. The date of start of work shall be taken as given in Letter of Intent.
- (iii) The Contractor shall ensure that the mile stones are completed in time.
- (iv) The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

5. PRICE

- (i) The quoted price shall include all taxes and duties (except service tax) and shall remain firm during the entire contract period. Service tax shall be quoted separately in the bill of quantities and price schedule under section-V.
- (ii) Price quoted shall be in INR (Indian national Rupee) only.
- (iii) **No price variation /over run charges** on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

6. VAT / WORKS CONTRACT TAX

- (i) VAT on transfer of property in goods involved in works contract is applicable as per laws in force in Delhi state. The contractor shall get his organization registered with the authorities of the Delhi state within 30 days of award of this contract and submit proof of such registration to BHEL along with the first RA bill. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. In case the contractor is already registered for VAT with Delhi state he must quote his registration no., while submitting their tender. Tax Deduction at Source (TDS) shall be made as per the provisions of law. If New

Delhi VAT authorities allow compounding scheme then the tax at source shall be deducted accordingly.

- (ii) Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing his material and equipment at site for the execution of the work under this contract.

7. SERVICE TAX

- (ii) Contractor's price/ rates shall be exclusive of service tax and cess on output services.
- (iii) Contractor shall deposit the service tax with the concerned tax authorities, such amount will be paid by BHEL to the contractor. Contractor shall submit to BHEL documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities.

8. INCOME TAX

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

9. NEW TAXES/ LEVIES

- (i) In case the Government imposes any new tax/ levy on the output services / work after the date of NIT, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the contractor. However, in the event of delay in work/ services execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.
- (ii) In case any new tax / levy / duty etc becomes applicable after the date of issuance of NIT by reasons of making , passing or promulgation of taxation laws in India by any other order, regulation or by-laws having force of law or interpretation of application of any existing law, the bidder / contractor must convey it's impact on his price duly substantiated by documentary evidence in support of the same .Such new tax / levy / duty beyond NIT issuance date will be reimbursed / adjusted suitably from the contract price as the case may be.
- (iii) No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input goods/ services/ work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

10. Labour Welfare Cess

The contractor shall be solely responsible for getting himself registered and ensure all compliances under the BOCW Act 1996 and the rules made there to and for deposit the cess under the cess act. The contractor shall keep BHEL indemnified and shall ensure every compliances and shall be responsible for any prosecutions arising out of such non compliances. The current rate of cess is 1%.

11. MODALITIES OF TAX INCIDENCE ON BHEL

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, misc. charges, deposits, duties, tools, royalties, commissions or other charges which may be levied on the input goods and services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

12. COMPLETION CERTIFICATES/ NOC FROM LOCAL STATUTORY BODIES

Contractor has to arrange and liason at his own cost to obtain building/ work completion certificates or NOCs if required to be obtained from the local statutory bodies of central and state govt. such as electrical safety, Fire authority, etc for smooth completion of work. However, any fees required for obtaining such NOCs shall be paid by BHEL on production of relevant depository challans/ receipts from such Govt. authorities.

13. DRAWINGS AND SPECIFICATIONS:

Interested tenderers shall collect all tender drawings mentioned in tender document from the undersigned in a form of CD.

The renovation works shall be taken up on the basis of execution / working drawings which shall be issued by BHEL after award of the work.

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

Sl. No.	Agency by whom awarded	Location of Project	Particulars of work awarded	Date of award	Date of Completion	Contract value
1	2	3	4	5	6	7
For Three Similar Works						
For Two Similar Works						
For One Similar Work						

Note: - Copies of Work orders along with BOQ and completion certificates issued by employer with covering letter / indexing of the above mentioned works should be enclosed with above.

(SIGNATURE OF TENDERER)
WITH STAMP

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. There is no deviation from our end in the terms & conditions of tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(SIGNATURE OF TENDERER)
WITH STAMP

Details of the bidder

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Bidder	

(SIGNATURE OF TENDERER)
WITH STAMP

DECLARATION SHEET

I, _____ hereby certify that, all the information and data furnished by me with regard to this Tender Specification No. _____ true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

(SIGNATURE OF TENDERER)
WITH STAMP

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are requested to fill in the following details and no column should be left blank:

1	Name and address of the tenderer	
2	Telegraphic/ telex address	
3	Phone No. (Office) / Fax No.	
4	Name & designation of the official of the tenderer to whom all the references shall be made.	
5	Tenderer's proposal No. & date	
6	Whether EMD submitted (By Pay order/ Demand Draft) as per clause no. 8 of Notice Inviting Tender	Pay order/DD No.
7	Whether Cost of Tender Document by DD submitted	Yes/No
8	Validity of offer/rates quoted for 90 days from the date of opening of tender	Yes/No
9	Financial Status as per Clause 29 A of Notice Inviting Tender	Yes/No
10	Income tax Clearance certificate as per Clause 30.1.(i) of Notice Inviting Tender Details of PAN, VAT/ Sales tax registrations	Yes/No
11	Details of experience of similar works as per clause 29 B of Notice Inviting Tender (in the format as per Annexure-A)	Yes/No

12	Details about type of the firm as per clause 5 of General Condition of Contract	Yes/No
13	Declaration sheet as per Annexure-D	Yes/No
14	Details of PF no. (as per Cl 30.2.ii of Notice Inviting Tender)	Yes/No
15	Un-priced bid format (Annexure-J)	Yes/No

Date _____

(SIGNATURE OF TENDERER)
WITH STAMP

CONTRACT AGREEMENT
(To be issued on non- judicial stamp paper of appropriate value)

Agreement No and Date _____
Name of the Work _____
Name of the Contractor with full address _____
Value of work awarded _____
Letter of Intent No and Date _____
Scheduled Commencement Date _____
Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 20 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.
AND

M/S _____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----

executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide Bank draft No.----- dated ----- and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. -----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----
and the documents specified therein.
2. Contractor's Offer No-----
dated-----.
3. _____
4. _____
5. _____
6. Letter of Intent No _____
dated_____.
7. _____
shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

1.

2.

WITNESS

(For and on behalf of BHEL)

1.

2.

01. **Banks whose Bank Guarantees (BG) are acceptable / not acceptable.**

- i) BG from any of the following Consortium Banks of BHEL is acceptable:

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corp Ltd
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

This list of consortium banks is valid presently; however bidders should enquire the latest list of consortium banks before preparing BG.

- ii) Bank Guarantees of all Public Sector Banks are acceptable in addition to the consortium banks listed at point (i) above. However, in that case point (iii) below must be taken care of.
- iii) In case BG is given by Non-consortium bank (private or public sector), the bank guarantee must be enforceable at any branch in Delhi (mention branch address and pin code) and this should be mentioned in the BG. In case the bank does not have a branch in Delhi, then BG can be made enforceable at the counter of some other bank located in Delhi. Complete address of local branch of the Bank with pin code, telephone No., fax no. & e-mail to be mentioned.
- (iv) BG of Co-operative banks are NOT acceptable.

02. BG should be prepared as per the format / language prescribed by BHEL (see Bank Guarantee format)
03. BG should be prepared on Non-judicial stamp paper. Alternately, it can be prepared on Bank's Letter Head, however, non-judicial stamp must be affixed on it and should be signed and stamped (i.e. by affixing seal) by bank officer. Minimum value of stamp paper should be Rs.100/-. However, the value should not be less than stamp Act of concerned state.
04. Covering letter of the bank (on bank's letter head) should be attached along with BG. Details like BG No., supplier's name, BG amount validity period and lodgment period of claim etc. should be mentioned in the Bank's letter.
05. Each page of BG should be signed and stamped by the bank officer. Also each page of BG & its amendment must have the Bank Guarantee No. and must be numbered.
06. Complete address of the bank should be mentioned in BG, or in covering letter (on bank's letter head) along with bank code, postal pin code, fax No., telephone No., email address etc., for proper communication.
07. There should not be any correction / over writing in BG. However, if it is there, then it must be endorsed by the bank officer, by signing and affixing seal near the correction.
08. Bank Guarantee format is available at Annexure-G

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and..... by(Bank) herein after called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House, Siri Fort, Asiad, New Delhi- 110049 herein after called "The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns).

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the renovation of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs..... (Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forbear from enforcing any of the terms and conditions governing the contract or securities

available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs..... (Rupees.....). Our guarantee shall remain in force until....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before..... we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the..... (Bank) has hereunto set and subscribed its hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory No,.....)

WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

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

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

Details of court cases pending against BHEL

Certified that following court cases are pending against BHEL unit as per the details hereunder-

Sl. no.	Name of BHEL Unit	Details of work undertaken	Contract period From To	Contract no.	Name of Court
1					
2					
3					
4					

It is also certified that, in addition to above, M/shave never been debarred / prohibited for execution of any work with any office / unit of BHEL

(Signature of tenderer)
With Stamp

NAME OF WORK : "RENOVATION WORK OF BHEL HOUSE BUILDING, SIRI FORT, NEW DELHI-110049"			
PRICE BID (TOTAL FINAL AMOUNT)			
Sl. No.	Descriptions	Individuals/Partnership Firms/HUF/AOP (Amount in Rs.)	Public Ltd./ Pvt. Ltd. (Amount in Rs.)
1	Total quoted amount for the scope of services mentioned in the tender & BOQ inclusive of all taxes but exclusive of Service Tax		
2	Service Tax payable by the party for the work		
3	Sub Total Amount (Excluding Service Tax payable by BHEL as mentioned below at Sl.no. 4)		
4	Service tax payable by the BHEL as service recipient under reverse charges on 60% of total quoted amount at Sl. No.-1 above.		NIL
5	TOTAL FINAL AMOUNT (Including all taxes)		
Note:-			
1)	The service tax payable by the bidder shall be indicated by the bidder at Sl. No.-2 under column no. 3 & 4 respectively as per prevailing Service tax rules		
2)	The service tax payable by BHEL under reverse charge mechanism for individual/ Partnership firms/ HUF/AOP as applicable shall be calculated as (Half of @12.36% of 60% of Amount Quoted under Sl. No.1) and shall be mentioned at Sl. No.4 under Column No.3. However for Public Ltd./ Pvt. Ltd. , this amount will be NIL		

FINAL PRICE

(Signature and Stamp of Bidder)

