

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE

CHENNAI-600 017. INDIA

TENDER DOCUMENT (QUALIFICATION BID)

Name of work : Providing Comprehensive Architectural Consultancy
:for the Construction of Office Building with Green
Building features including Development of Plot for
BHEL - Piping centre at Pallikaranai in Chennai

Tender Notice No. : 01/12-13

Tender Schedule No. : 01/12-13

Period of Contract : 24 Months

Issued to M/s /S/Shri :

**BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE
CHENNAI-600 017**

BHE: PC: SM: PP

DATE: 14.02.2013

To

The Tenderer

Dear Sirs,

Sub: Providing comprehensive Architectural consultancy for the construction of office building with green building features including the development of plot for BHEL-Piping centre at Pallikaranai in Chennai . – reg.

1. Tender Notice No : 01/12-13
2. Tender Schedule No : 01/12-13

Please find enclosed / attached non-transferable tender document containing

- i) Qualification bid consisting of Preamble, Scope of work, Norms for Qualification and Qualification Proforma , General Conditions of Contract
- ii) Price bid consisting of Preamble, Scope of work, Instruction to Tenderers, Bill of Quantities to offer your most competitive rate, Schedules A, B, C, D & E.

Tender for the work should be submitted in a sealed cover consisting of three inner sealed covers such as i) EMD cover, ii) Qualification bid cover & iii) Price bid cover, all super-scribing the name of work, tender schedule number etc.

- 1) EMD cover shall contain requisite EMD in the form of DD. **EMD in any other form will not be accepted.** Tenderer/s who had already remitted one-time EMD should furnish the details of cash receipt No. _____ date _____ on the top of EMD cover and a copy of the same shall be kept inside the cover. Tender without EMD / one time EMD reference will be summarily rejected and the qualification bid & price bid shall not be considered.

In case of tender documents downloaded from website, tender shall accompany the Tender Cost of **Rs.750 /-** in the form of Demand Draft (Separate) in addition to the DD for EMD amount.

All Demand Draft shall be drawn in favour of BHEL payable at Chennai.

- 2) Qualification bid cover shall contain duly filled-in qualification bid document/s signed by the Tenderer in all the pages with documentary evidences for pre-qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The Price Bid cover shall contain price bid documents duly filled-in and signed by the tenderer in all the pages. **The tenderer has to quote the most competitive rate in the Bill of Quantities from page Nos. 20 to 22 of Price Bid.**

The completed qualification bid and price bid along with requisite EMD of Rs.1,50,000 /- for the work in the form of Demand Draft in favour of BHEL, Chennai shall reach the office of the undersigned on or before 07.03.2013 at 15.00 Hrs. The qualification bid will be opened on the same day at 15.30 hrs. In case of opening day falls on holiday 'or' happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid. Interested bidder/s or/and their representatives with a written authorisation may participate in the tender opening.

Clarification/s if any, can be obtained by contacting following phone Nos. 044-28161203, 044-28161331, 044-28161225, 044-28161240, Mobile: 9442503061, 9941199700, 9840935197, 9840943503. Fax No. : 044-28157368.

Kindly acknowledge the receipt of the entire set of tender document.

Thanking You,

Yours faithfully
For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED,

SENIOR MANAGER/CIVIL

**BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE, CHENNAI - 600017**

PREAMBLE

1. The scope of work covers Comprehensive Architectural Consultancy services including design drawing, structural engineering, interior design, electrical layout for the proposed office building as per **Green Building Norms**, bore-hole soil investigation, providing assistance for obtaining Green building certificate from Council & building completion certificate from CMDA and cover all other amenities for the building & plot of BHEL-Piping Centre at Pallikaranai in Chennai, Tamil Nadu. **The base input for this project is the minimum required built up area (Office area) of 71128 Sqft in the form of Silt + Seven Floors.** The detailed scope of services is explained in the following pages of this tender document.
2. Time is the essence of the contract. Being a time bound expansion scheme with capital expenditure, the architect / consultant **should** make all efforts to complete the work in time. Even though the overall completion period is indicated as **24 months** (4 months for release of entire approved drawings + 20 months to extend services during the Construction period + extended period if any), the release of approved drawings and good for construction drawings shall be completed progressively and handed over as per agreed split up schedule.
3. The tenderers are advised to visit the new plot at Pallikaranai in Chennai and get themselves acquainted with the site conditions before submitting the offer.
4. The following eligibility criteria shall be complied to fulfil the Qualification Bid:-
 - a) The architect / consultant should have PAN, Service Tax Registration No., Profit & Loss Accounts, Balance Sheets duly Certified by the auditor IT returns for the last three financial years with acknowledgement from IT Department.
 - b) Registered with Council of Architect (COA).
 - c) Worked in Govt. / Quasi Government.
 - d) Seven Years of Work experience in this field as on 31st January 2013.
 - e) Must have a full-fledged office set-up (with required manpower, phone, fax & e-mail) in Chennai
 - f) Average annual financial turnover with architectural business in the last three years should not be less than **Rs. 150.00 Lakhs**.
 - g) During Last Seven Years ending 31.01.2013, should have successfully completed either of the following:
 - i) Three similar completed works (Multistoried) each not less than Rs.39 lakhs.
'Or'
 - ii) Two similar completed works (Multistoried) each not less than Rs.58 lakhs
'Or'
 - iii) One similar completed work (Multistoried) not less than Rs.77 lakhs
5. Consultancy should have been provided atleast for **one Green office building** with a plinth area of 7000 sqm 'or' more in **the last 3 years**.
6. The works executed in the own name of the tenderer only will be considered for eligibility criteria.
7. **The Authorised Representatives of BHEL will visit the Chennai-based Office of Architect / Consultant to assess the capability. In addition, they may also visit the work/s executed by the Consultant/s to ascertain the volume, nature, design and green building concept incorporated in the buildings before taking a final decision.**
8. Dissimilar / irrelevant works will not be considered for eligibility criteria.
9. Documentary evidences (Notary Attested Xerox Copies) for PAN, Service Tax Registration, Turnover, IT Returns, Registration with Council of Architect, Work Experience, Plinth Area executed, etc., as indicated & required in the tender document should be furnished without which the same will not be considered for the eligibility criteria.

10. The norms for qualification with prescribed score is attached in the Qualification Bid document. Evaluation will be done accordingly. **Minimum Score required for qualification is 60.**
11. **Quoted rate shall be firm throughout the Contract period of 24 months including the extended period if any, due to any reason attributable to Consultant / Architect and no cost Escalation is allowed on this account.**
12. The lump-sum rate offered is for comprehensive services as indicated in the scope and shall provide for the total cost towards bore-hole soil testing, model preparation, site visits, fuel, temporary works, labour, materials, levies, taxes, transport, lay-out, rework, till acceptance by BHEL, supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete. **However, the Service Tax as applicable for this services, will be reimbursed on production of valid documentary evidence of having paid service tax by the consultant for this work.**
13. Some changes are likely in the layout, design and specifications of the work and the same shall be incorporated by the Architect without any additional cost. The rates quoted shall be deemed to be inclusive of all such contingencies.
14. The services shall be carried out as per Civil / Architectural Engineering & Safety procedure, AWS / BIS specifications, standard code of practice and as per the instructions of Engineer-in-charge. The brief description of services required is given in the bill of quantities provided in the Price Bid. **Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities from Pages 20 to 22 provided in the Price Bid.**
15. **After award of the service contract to the L1 Bidder, the architect / consultant has to furnish the security deposit, as per Clause 12 of Tender Notice, attached in the Price Bid. Also it is to be noted that after award of the service contract, the consultant has to furnish 50 % of security deposit before the commencement of work.**
16. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this service contract lies with the Consultant, the Consultant should ensure that all corrections, modifications shall be carried out only in consultation with BHEL.
17. The decision of Engineer-in-charge shall be final and binding on the architect / consultant regarding clarification of items in this tender schedule / contract.
18. The service contract to be entered into with the successful tenderer will be governed by the BHEL General Conditions of Contract in force.
19. The architect / consultant shall strictly adhere to various labour laws in force.
20. The architect / consultant has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.
21. The architect / consultant should submit the detailed programme for the completion of works and the list of Computer Systems, accessories and office/ site personnel to be deployed for the work along with tender.

22. All the works shall be executed as per the standard specifications as provided in TNBP / BIS. / CPWD and the materials recommended for incorporation in the work shall conform to the respective TNBP & BIS, CPWD and National Building Organisation, Standard Specifications forming part of "ALL INDIA STANDARD SCHEDULE OF RATES" specifications and shall be got approved by the Engineer-in-charge before actual incorporation in the work.
23. The architect / consultant should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
24. With regard to specifications not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications 'or' other specifications approved by Bharat Heavy Electricals Limited, shall apply.
25. Tenderers are requested to furnish the duly filled in **E- format** attached as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from BHEL
26. Bank Guarantee format can be obtained after award of work in case of successful tenderer.
27. No advance / mobilization advance will be given.
28. LD / Penalty clause is applicable as per General Conditions of Contract in force.
29. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another project / unit awarded against a different enquiry.
30. BHEL reserves its right to accept / reject any 'or' all the tenders.
31. Also, BHEL reserves its right to finalize the contract through reverse auction for which only qualified tenderers will be provided with necessary documents containing reverse auction rules, terms and conditions for this purpose.
32. BHEL decision shall be final & binding on the successful bidder for the entire tenure of the contract.
33. **Similar work means:** : Providing **comprehensive** Architectural consultancy for the construction of office building with green building features including the development of plot.
34. **The successful bidder in this work is not eligible to participate in any of the future tenders with respect to this project .**

1.12 Interior Architecture of the office building as detailed below.

1. SCOPE OF WORK

The Architect (who is referred as consultant also) is required to provide services in respect of the following to the proposed office building incorporating green building concept & there by to achieve **four star rating** as per National Rating System for Green buildings.

Site evaluation and assessment, Interior design, space planning / development & volumetric study, Architectural additions and alterations, Design of fixed items of work, loose furniture & interior related civil works, Illumination design, Sound and acoustic design, Graphic design and signage, Indoor plants cape, Selection of materials, equipment and other interior related elements, Integration of all Engineering services, Periodic inspection and evaluation of works at site, Architectural Conservation, Graphic Design and Signage etc.,

A green building is one which uses less water, optimises energy efficiency, conserves natural resources, generates less waste and provides healthier spaces for occupants, as compared to a conventional building.

The architect is also required to provide services in respect of other infrastructure that are proposed in the same plot such as outdoor substation, security booth, main entrance / gate, Compound wall, two wheeler parking shed, sump, sewage treatment plant & water reuse, internal roads, pathway, land scape etc.,.

Part I - ARCHITECTURE

(a) OFFICE BUILDING:

- 1.1 Conduct bore hole soil investigation & test at five locations in the proposed building area by engaging any of the expert team in the field including getting water sampling & testing to arrive at the safe bearing capacity of the soil for incorporation in the design. Taking department's instructions and preparation of design brief.
- 1.2 Site evaluation, analysis and impact of proposed development on its immediate environs.
- 1.3 Design and site development.
- 1.4 Structural design.
- 1.5 Sanitary, plumbing, drainage, water supply and sewerage design.
- 1.6 Electrical, electronic, communication systems, data centre and design.
- 1.7 Heating, ventilation and air conditioning design (HVAC), DG and other mechanical systems like lift etc
- 1.8 Fire detection, Fire protection and Security systems etc.
- 1.9 Rain water harvesting.
- 2.0 Non conventional energy like solar energy etc for day to day requirement.

(b) INFRASTRUCTURE BUILDINGS:

- 2.10 Taking instructions from the department, preparation and submission of schemes on the above aspect of these buildings / facilities for BHEL's approval.

Part II ALLIED FIELDS

1.11 Landscape Architecture for the frontage and surroundings of the office building as detailed below

Site planning, Landform and grading, Surface drainage design and water management, Irrigation design, Open space design - hard and soft areas, Planting design, Landscape structures and features, Garden Furniture design, Illumination design, Graphic design and signage etc.,

1.12 Interior Architecture of the office building as detailed below:

Site evaluation and assessment, Interior design, space planning / development & volumetric study, Architectural additions and alterations, Design of fixed items of work, loose furniture & interior related civil works, Illumination design, Sound and acoustic design, Graphic design and signage, Indoor plants care, Selection of materials, equipment and other interior related elements, Integration of all Engineering services, Periodic inspection and evaluation of works at site, Architectural Conservation, Graphic Design and Signage etc.,

1.13 Compound wall & Road for the total plot area as detailed below:

Preparation of design and drawing for the entire compound wall with gates for covering the plot area. Necessary culvert for the approaching road area and formation of road inside & outside the plot area.

2. SCHEDULE OF SERVICES :

The Architect shall, after taking instructions from the department, render the following services:

CONCEPT DESIGN

2.01 Ascertain department's requirements, examine site constraints & potential and prepare a design brief for BHEL's approval. Conduct bore hole soil investigation & test at five locations in the proposed building area.

2.02 Prepare report on site evaluation and analysis and impact of existing and / or proposed development on its immediate environs.

2.03 Prepare drawings and documents to enable the department for final decision on the rest of the buildings, at the site of the project.

2.04 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.

2.05 Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

PRELIMINARY DESIGN AND DRAWINGS

2.06 Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, etc., for the Department's approval along with preliminary estimate of cost on area basis.

DRAWINGS FOR DEPARTMENT'S / STATUTORY APPROVALS

2.07 Prepare drawings necessary for Department's / statutory approvals like CMDA / LEED certification and ensure compliance with codes, standards and legislation as applicable and cover all other amenities for the building and plot. Any correction 'or' alteration required for statutory approval, it should be incorporated in the drawings & necessary prints should be submitted for resubmission to authority.

WORKING DRAWINGS AND TENDER DOCUMENTS

2.08 Detailed Engineering viz. Design of structures as per the approved design basis, getting the design **vettted by** the approved institutions like **IIT, SERC, NIT, Anna university** preparation of working / good for construction drawings (architectural, structural, electrical and all other) technical specifications, schedule of quantities, arriving rate for individual items, cost estimate and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract. The architect shall release three sets of drawings, tender documents & bill of quantities with individual item rate along with one reproducible copy and soft copy on compact disc. For preparation of BOQ, all scheduled items shall be taken from DSR 2012 and for other non scheduled items shall be worked out based on the market rate.

CONSTRUCTION

2.09 Prepare and issue balance good for construction drawings (Structural, Architectural, PH E etc) including civil, electrical, drainage, sewerage, water supply, rain water harvesting, external electrification, AC, fire protection, I.T related works, Acoustics and details for proper execution of works during construction. The architect shall release three sets of drawings with one reproducible copy and soft copy on compact disc.

- 2.10 Visit the site of work / design office irrespective of number of visits as the case may be, to clarify the design & drawing during construction and where necessary clarify any decision, offer interpretation of the drawings / specifications.

COMPLETION

- 2.11 Prepare and submit completion reports for the project as required and to assist for obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required and also assist for getting four star rating Certificate from Indian Green building Council.
- 2.12 Issue three sets of as built drawings including services and structures along with one reproducible copy and soft copy on compact disc.

INCIDENTAL SERVICES:

- 2.13 The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services.
- 2.14 Revision of drawing and designs shall be made by the architect as and when required by BHEL. No payment shall be made for any revised drawing prepared by the architect and submit the revised prints (three sets) .

3. PROFESSIONAL FEE

- 3.01 In consideration of the professional services rendered by the Architect, he/ she shall be paid professional fee and other charges as offered by the architect at the time of tendering as lump sum amount and accepted by the department.
- 3.02 Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Architect, shall be payable by the Department, over and above the Gross fees charged by the Architect in relation to the services provided. However applicable service tax will be reimbursed by BHEL only on submission of the documentary evidence (exclusively for this work) for having paid so by the Architect.

4. SCHEDULE OF PAYMENT

The Architect shall be paid professional fee in the following stages consistent with the work done:

No advance payment is entertained on appointment / Signing of Agreement / Acceptance of offer and 10% on each stage payment as security will be retained by BHEL till completion of entire activities.

Stage 1 On submitting conceptual designs and rough estimate of cost	10% of the total fees payable.
Stage 2 On completion of bore hole soil investigation & submitting the reports & submitting required preliminary scheme for the Department's approval along with the preliminary estimate of cost.	20% of the total fees payable less payment already made at Stage 1.
Stage 3 a) On incorporating Department's suggestions submit the drawings. Assist for drawing submission to CMDA for approval. Assist for registration with Indian Green building Council for certification.	30% of the total fees payable less payment already made at Stages 1 and 2.
(b) Upon Department's approval, arrange for drawings vetted by IIT/SERC/NIT/Anna university at his own cost which are necessary for commencement of construction by the architect	35% of the total fees payable less payment already made at Stages 1 to 3 (a).
Stage 4 Upon preparation of technical specifications and schedule of quantities as per DSR 2012 including preparation of estimate for inviting tender. Submission of Quality control Procedure.	45% of the total fees payable less payment already made at Stages 1 to 3(b).
Stage 5 a) On submitting working drawings and arrange for the details required for commencement of work at site and on supplying the model of the proposed building.	65% of the total fees payable less payment already made at Stages 1 to 4.
b) On completion of 20% of the building works. (Which means 20% of certified bill value of main building work)	70% of the total fees payable less payment already made at Stages 1 to 5 (a)
c) On completion of 40% of the building works	75% of the total fees payable less payment already made at Stages 1 to 5 (b).
d) On completion of 60% of the building works	80% of the total fees payable less payment already made at Stages 1 to 5 (c)
e) On completion of 80% of the building works	85% of the total fees payable less payment already made at Stages 1 to 5 (d)
f) On Virtual Completion	90% of the total fees payable less payment already made at Stages 1 to 5(e)
Stage 6 Assist for getting Completion & occupancy Certificate from statutory authorities and submitting as-- built Drawings, Assist to get Four star rating certificate from Indian Green building Council.	100% of the fees payable less payment already made at various stages plus the retained amount towards security.

- 4.1 Progressive, on account, payments will be made by the Department to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the Department and the Architect. The architect fee also includes cost of travel (to & fro), boarding & lodging and local transport for any visit made by his staff to the site or such other place as may be necessary in connection with the execution of work and in connection with the performance of duties referred to in this agreement.
- 4.2 Cost of presentation models, computer simulation, presentation drawings, etc., prepared at the instance of the Department for purposes other than the Design and execution of the project are included under the Architect / Consultant fee and no extra payment is entertained.

5. General

5.1 Adequacy of Design

The Services to be rendered by the architect / consultant shall be based on National Building Code – 2005 amended upto date, relevant applicable latest codes and sound engineering practices. Major decision and specification shall be reviewed by BHEL to the extent desired. Approval of any design / drawing by BHEL shall however not relieve the Consultant in discharging their responsibilities regarding the adequacy of design and proper functioning of the works. The Consultant shall be fully responsible for the adequacy, accuracy and quality of entire services performed by them in accordance with accepted standards of safety, earthquake requirements, environment protection, rain water harvesting and public health. The Consultant is required to provide services based on extant rules, local bye – laws, applicable standards CPWD specifications/schedules, Indian Railways,/ TNPCB, sound engineering practices all updated, and / or as instructed by BHEL.

5.2. Addition and alterations

BHEL shall have the right to request in writing changes, additions modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection therewith and the Architect / Consultant shall comply with such request. The decision of the department shall be final. No extra amount is called for.

5.3. Foreclosure of contract

BHEL reserves the right for foreclosure of contract without assigning any reason whatsoever. The payments in the event of foreclosure of contract shall be restricted to the amount defined for each activity independently and in the event of such termination the Architect / Consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the date of termination and the employer may make full use of all or any of the drawings prepared by the Consultant.

5.4. Rescinding of contract

In the event of failure on the part of the Architect / Consultant to complete work in time 'or' to the complete satisfaction of the department 'or' in the event of committing breach of any one 'or' more of terms and conditions of the agreement, the department shall be entitled to rescind this contract without prejudice to right to claim damages or remedies under the law. The period of notice to be given to rescind contract will be 7 days. In the event of such termination, the Consultant shall be liable to refund the excess payment if any made to him over and above that is due to him on the date of termination. The department will be entitled to make full use of all 'or' any of the drawings / documents prepared by Consultant. In such case BHEL shall have power to engage another Consultant to carry out the balance work on the basis of the drawings already prepared, debiting the excess amount if any so paid to the second Consultant subject to a maximum of 10% of the total fee which would have been deducted as security deposit plus the amount of performance security. Consultant shall pay to the department all such excess expenditure within 30 days of issue of notice failing which Consultant shall be debarred from consultancy jobs of BHEL in future besides taking other course of action under law to recover such amount.

5.5 Non submission / submission of Deficient Documents

Bidder shall ensure submission of all documents required / requested for in the Bid document. BHEL shall not revert back for seeking deficient documents and shall not be responsible for the same. The financial Bids of Consultants whose technical Bids are found to contain deficient documents may not be opened for further processing.

5.6 Copyright / proprietary right

The Architect / Consultant hereby agrees that the fee to be paid as provided in this agreement will be in full and final for functions to be performed by him and no claim whatsoever shall be made against BHEL in respect of any part relating to the plans, drawings and other documents submitted by Consultant. The drawings, design, plan, related details prepared and acquired by the Consultant for the work entrusted to him under this agreement will become the property of BHEL. The drawings, design, plan, related details cannot be issued to any other person, firm or authority or used by the Consultant for any other project without prior permission of BHEL.

5.7. Site Meetings

The site meetings shall be held during execution of the work with the Consultant to sort out any problems 'or' to provide any missing information in connection with the work. The meeting may be convened by the department as per the need. However, at least one routine meeting shall be held in a month. There will be no limit on the number of meetings/site visits and nothing extra shall be payable on this account.

6.0 DEPARTMENT'S ROLE AND RESPONSIBILITIES

The Department shall discharge all obligations connected with the project and engagement of the Architect as follows:

6.01 To provide detailed requirements of the project, site plan to a suitable scale showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, existing structures, existing service and utility lines and such lines to which the proposed service can be connected. In case such information is not readily available, the Department will arrange for the collection of necessary information.

6.02 To furnish reports on soil conditions and test, specific conditions/ statutory stipulations/ Codes of Practice / Schedule of rates, etc., desired to be followed.

6.03 To get building plan approval, from CMDA for construction, completion certificate & four star rating certificate from Indian green building Council.

6.04 Execution, Supervision of site works, measurement & billing.

7. DELIVERABLES BY THE ARCHITECT

7.01 The Architect shall appoint any of the expert group in soil investigation field for conducting bore hole soil investigation & submit the report including the water sampling and testing.

7.02 The Architect shall keep the Department informed about the progress of work in his office.

7.03 The Architect may appoint specialised consultants in consultation with the Department, if necessary.

7.04 After the initial drawings approved by BHEL, the architect has to submit 3D model of the project with lighting arrangement & see through cover. Also, at the final stage of project any corrections in the model with respect to as-built shall be attended by Architect. The quoted rate is all inclusive.

7.05 The Architect shall be responsible for the direction and integration of the consultants work, the calculations, the detailed design and evaluation of the work.

7.06 The co-ordination drawing may also be required during execution of the work to ensure integrated construction of all the components. It is the responsibility of the architect to prepare the additional drawings required for proper execution of the work which may be visualised during construction work.

7.07 The Architect shall supply drawings to the Department, free of cost, up to three sets of drawings at different stages.

7.08. The Architect shall prepare the total drawings with BOQ (for Planning, design & Execution) for this entire projects with the base input of the minimum required built up area (office area) of 71128 SqFt in the form of Silt + seven Floors.

7.09 The Architect shall not make any deviations, alterations 'or' omissions from the approved drawings, involving financial implications without prior consent of the Department.

7.10 All the approved drawings shall be the property of BHEL. The same shall be submitted to the department immediately after getting them approved.

7.11 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.

7.12 BHEL may review the work carried out by the consultant at Architectural planning, detailed engineering 'or' at any pre-constructional stage to get satisfied with the standards and procedures adopted by the consultant to make available the concerned documents to BHEL on demand.

7.13 It is the responsibility of the architect to plan and design the building complex based on standard engineering practice and adopting the Green building concept. The architect shall stand guarantee for the performance of the system designed by them for a minimum of 25 years. **A guarantee bond on standard approved proforma shall be provided by the architect.**

7.14 All structural designs shall be **got proof checked by the Architect / Consultant from IIT / SERC / NIT/ Anna university** at his own cost. Nothing extra shall be paid on this account. The structural design drawings and the calculation sheets shall be signed and verified by the proof checking agency and the certificates regarding safety of structure as per codal provisions shall be submitted to BHEL.

7.15 Architect / Consultant shall provide detailed computations and back up of structural design sheets to BHEL

7.16 The Architect / Consultant shall provide all drawings and designs on auto CAD STADD-PRO 'or' any relevant computer programmes. Copy of final design / drawings shall be made available to BHEL in soft copy also.

7.17 Architect has to prepare and submit completion reports for the project as required and assist for obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required and also assist for getting four star rating certificate from Indian Green Building Council.

7.18 The Architect has to arrange for General supervision of Works.

8. TIME SCHEDULE

The activities under Clause 1 & 2 are basically divided into two phase viz. Phase 1 upto and including the stage of Preliminary design & drawing and Phase 2 upto and including the release of approved drawing for tender purpose, bill of quantities with individual item rate and detailed estimate. The duration of phase 1 is 30 days from the date of signing of contract agreement. The duration of phase 2 is 30 days from there on. The duration of construction phase is earmarked for **Eighteen Months**. The above services are to be performed as per the following schedule.

Activity No.	Activity	Duration
1.	Bore hole soil investigation & testing, Upto and including the release of conceptual design & Preliminary drawing.	30 days from the date of Agreement
2	Upto and including the release of approved drawing for tender purpose, bill of quantities with technical specification based on DSR 2012 and detailed estimate, drawing vetting by IIT/ SERC/ NIT, Anna university, arrange drawings for submission to CMDA.	30 days from the completion of activity 1
3	Issue of Good for Construction drawings - Construction Phase. Release of Quality Control Procedure.	Within 60 days of Completion of activity 2
4	Submission of completion report and drawings for issuance of completion/ Occupancy Certificate by Statutory authorities, where ever required and issue of as build drawings. Assist to get four star rating certificate from Indian Green building Council .	20 Months of completion of activity 3

REVERSE AUCTION

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
 4. Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
 6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Taxes and Duties, Freight charges, Insurance and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- However if the service tax is applicable for this contract, the same will be reimbursed on production of valid document proof for having paid service tax by the tenderer.
7. Reverse auction will be conducted on scheduled date & time.
 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
 9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
 10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
 12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction.

Force Majeure clause: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.



**BHARAT HEAVY ELECTRICALS LIMITED ,
PIPING CENTRE-CHENNAI- 600 017**

Norms for Qualification for Providing Comprehensive Architectural consultancy for the construction of office building with green building features for BHEL-Piping centre at Pallikaranai in Chennai .

Tender Schedule No. 01/12-13

Sl. No.	Thrust Area	Score	
	ELIGIBILITY: 1. Consultant should have PAN, Service Tax Registration No, Profit & Loss account, balance sheet duly certified by the auditor, IT return for the last three financial years with acknowledgement from IT Department. 2. Registered with Council of Architect. 3. Worked in Govt/Quasi Government. 4. Seven years of Experience in this field of work as on 31 st January 2013. 5. Average annual financial turnover with architectural business in the last 3 years shall be at least Rs. 150.00 Lakh 6. Must have a full-fledged office set-up(with required manpower,phone,fax & e-mail) in Chennai. 7. During last seven years should have successfully completed either Three similar completed works each not less than Rs.39 Lakh Or Two similar completed works each not less than Rs. 58 Lakh Or One similar completed work not less than Rs. 77 Lakh 8. Consultancy should have been provided atleast for one green office building with a plinth area of 7000 sqm in last 3 years.		
	THRUST AREA	SCORE	QUALIFICATION NORMS
I	NATURE OF COMPANY	5	
	Public Limited	5	
	Private Limited/Partnership firm	3	
	Sole Proprietor	2	
II	Similar Experience (Architectural consultancy)	30	
	Value of architectural consultancy executed in the last three years		
	More than	30	Rs. 234 Lakh
	(Pro-rata for in between cases)	18	Rs.117 L
III	Similar Experience (Green Building Architecture)	10	
	Number of green building for which consultancy was provided with plinth area of 7000 sqm each	10	Three
	(Pro-rata for in between cases)	6	One

IV	Performance on previous works	20	
	Successful completion of three major works in time.	20	Each Rs. 39 L
	Successful completion of two major works in time.	15	Each Rs. 39 L
	Successful completion of one major work in time.	10	Rs. 39 L
V	Highest value of single work completed in 7 years	10	
	More than	10	Rs.154 L
	(Pro-rata for in between cases)	6	Rs.77 L
VI	Average Annual Turnover of similar works in last 3 Financial Years	10	
	More than	10	Rs 300 L
	(Pro-rata for in between cases)	6	Rs.150 L
VII	Qualified staff availability	5	
	If 2 Graduate Architects, 2 Structural Engineers, 4 Supervisors & 4 Tech staff available	5	
	If 2 Graduate Architects, 4 Supervisors & 4 Tech. Staff Available	4	
	Available If 1 Architect, 2 Supervisors & 4 Tech. Staff available.	3	
	If 1 Architect, 1 Supervisors & 2 Tech. Staff available.	2	
VIII	Financial Stability	10	
	Solvency (issued by Bank)	10	Rs. 78 L
	More than . (Pro-rata for in between cases) (Certificate validity up to six months before the tender opening date)	6	Rs.39 L

NOTE: i) Minimum score required for qualification is 60 out of 100.

ii) Similar work means: Providing **comprehensive** Architectural consultancy for the construction of office building with green building features including the development of plot.

iii) In Qualified staff availability: The minimum score shall be obtained 4.

12. Is the individual/sole proprietor/any partner/ directors of company:
- (a) Dismissed Government Servant Yes No
- (b) Having business banned/suspended by any government in the past Yes No
- (c) Convicted by a court of law Yes No
- (d) Retired Engineer / Official from Engineering Departments of Govt. of India within last two years Yes No
- (e) Director 'or' partner of any other company / firm enlisted with CPWD or any other department Yes No
- (f) Member of Parliament 'or' any State Legislative Assembly If answer to any of the above is „Yes”, furnish details on a separate sheet
13. Name of person holding power of attorney.....
(Copy to be enclosed)
- (a) Nationality Indian Other
- (b) Liabilities
14. Name of Banker with full address
(Note: Banker's report in original preferably in sealed cover, giving the financial capacity to handle works of the required magnitude should be enclosed)
15. Place of business
16. Date of commencement of business
17. Details of Income Tax paid during last three years. 1. 2011-12
2. 2010-11
3. 2009-10
18. State whether Income Tax Clearance Certificate from the appropriate authority in the prescribed form enclosed. Yes No
19. Contractor's capital in the business. (in case of partnership, please mention percentage of shares and amount)
20. Quantum of business done during last three financial years 1. 2011-12
2. 2010-11
3. 2009-10
21. Value of fixed assets of the business in the last three years 1. 2011-12
2. 2010-11
3. 2009-10
22. Guarantee limits (if any) enjoyed by the firm.
23. Over-draft limits (if any) enjoyed by the firm.

24. State whether Audited report for Profit and Loss Account & Balance Sheet for last three years enclosed. Yes No

25. Details of Technically qualified staff :-

Sl. No.	Name and Designation	Qualification	Experience and Specialisation	Remarks if any

26. Whether the details of T & P, Machinery, Equipments and work shop as per Annexure – I given. Yes No

27. Whether enlisted with any other Department (a) If yes, give details: Yes No

- (i) Name of Department & address
- (ii) Money limit
- (iii) Enlistment No. & date
- (iv) Valid upto

28. Licence No. and validity of licence obtained from Dy. Chief Inspector of Factories / Assistant Commissioner of Labour

29. Whether the applicant has registered his workmen under Employees' State Insurance Act. If so, code number may be furnished. If applied, attested copy of application for registration acknowledged by ESI Authorities.

30. Whether the applicant has registered his workmen under Employees' Provident Funds and Miscellaneous Provisions Act . If so, the code number may be furnished. If applied, attested copy of application for registration with acknowledged by PF Authorities.

31. Indicate Central / Local Sales Tax, Excise Duty code Numbers and PAN. 1. CST
2. LST
3. ED
4. PAN

32. Is any person working with the applicant as a near relative of the Officer / Official of BHEL Yes No

(a) If yes, give details

- (i) Name
- (ii) Staff No.
- (iii) Designation & Department
- (iv) Unit

33. Details of similar works completed during the last seven years (To be submitted in separate sheet as per Annexure-II.)
34. Certificates from clients in original as per proforma given in Annexure -III for all eligible works.
35. Certificates:
 - (i) I/We (including all partners) certify that I/We have read the Preamble & Terms and conditions and shall abide by them.
 - (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
 - (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.
 - (iv) (a) I certify that I did not retire as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in any Engineering Department of the Government of India during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement except with the prior permission of the Government. (For Individuals seeking enlistment in their own name).

 (b) We certify that none of the partners/directors retire as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Government. (For partnership firms and limited companies).

Signature(s) of the applicant(s) Name	Signature	Address (Seal in case of Firm)
1.
2.
3.
4.
5.

Date:

- NOTE:** 1) All the relevant certificates, details etc. should be attached with the application.
 2) The terms that are not applicable may be scored out.

Details of documents attached:-

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

ANNEXURE - I

DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS (2005 – 2006 TO 2011-2012)								
Sl. No.	Name of work & Agreement No.	Date of commencement	Date of completion		Reasons for delay & compensation levied, if any	Work order Value	Gross cost of completion	Name, designation & complete address of the authority for whom the work was done
			Stipulated	Actual				

DETAILS OF WORK COMPLETION CERTIFICATES, WORK ORDERS ETC. ARE TO BE FURNISHED

ANNEXURE - II

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF

CONTRACTORS

Name & Address of the Client

.....
.....

Details of works executed by Shri . M/s

.....

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Date of commencement :
4. Stipulated date of completion :
5. Actual date of completion :
6. Details of compensation levied for delay, if any:
7. Tendered amount :
8. Gross amount of the work completed :
9. Name and address of the authority under whom work executed :
10. Whether the contractor employed qualified Engineer/Overseer during execution of work? :
11. (i) Quality of work (indicate grading) :
Outstanding/V.Good/Good/Poor
(ii) Amount of work paid on reduced rate basis, if any :
12. (i) Did the contractor go for arbitration? :
(ii) If yes, amount of claim :
(iii) Amount received :
13. Comments on the capabilities of the contractor
(a) Technical Proficiency : Outstanding /V.Good / Good / Poor
(b) Financial Soundness : Outstanding / V.Good / Good / Poor
(c) Mobilisation of adequate T & P : Outstanding / V.Good / Good / Poor
(d) Mobilisation of manpower : Outstanding / V.Good / Good / Poor
(e) General behaviour : Outstanding / V.Good / Good / Poor

NOTE: All columns should be filled in properly.

Signature of the Certifying Officer
with Official seal.

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL

1. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
2. The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
 - b) The Minimum Wages Act 1948 and the related Tamil Nadu Rules.
 - c) The Payment of Wages Act 1936 and the related Tamil Nadu Rules.
 - d) The Factories Act 1948 and the related Tamil Nadu Rules.
 - e) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
 - f) The Employees State Insurance Act 1948.
 - g) The Workmen Compensation Act 1923.
 - h) The Industrial Disputes Act 1947.and any other law or modifications to the above or to the Rules made thereunder from time to time.

REGISTRATION AND LICENSING

3. Every Contractor shall register his name with the Welfare Section of BHEL before taking up the work awarded to him by giving the following information and getting a Code Number :
 - a) The Name of the Contractor
 - b) Nature of Contract Work
 - c) Period of work
 - d) Number of maximum labour employed by him on any one day
 - e) License No. & Date (Applicable in case of contractor employing 20 'or' more workers)
 - f) Whether enrolled for PF, ESI, etc., and enrolment No.

This information is called for, for the purpose of informing the Inspectorate of Factories whenever they call for information regarding contracts.

4. The Contractor employing 20 'or' more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the licence number to the BHEL Management before taking up the work.
5. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as Principal Employer and / 'or' Occupier of the Factory and shall render all necessary assistance for the same.

WAGES

6. The Contractor shall pay wages to the workmen employed by him at the rate which shall not be less than the minimum wages applicable under Law from time to time.
7. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
8. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all

other cases before 10th day of the following month.

9. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
10. Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
11. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.
12. The Contractor shall ensure the disbursement of wages in the presence of such authorized representative of BHEL Management.
13. The above payment shall be verified by the authorized officer / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No..... has been paid to the workmen concerned in my presence onat....."
14. A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form „A“.
15. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.
16. Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form :
 - a) Serial Number
 - b) Location
 - c) Period of work
 - d) No. of contract labour engaged during the month
 - e) No. of days worked
 - f) No. of men worked
 - g) Wages paid to workers

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

17. The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Tamil Nadu Rules there under shall be maintained by each contractor.
 - a) Register of persons employed by the Contractor
 - b) Employment Card
 - c) Service Certificate
 - d) Muster Roll, Wage Register, Deduction Register, Wage slip, Overtime Register, Register of Fines, Register of Advances etc.,

18. The Contractor shall display the abstract of the Contract Labour (Regulation & Abolition) Act and the Rules there under both in English and Tamil.
19. Half yearly Return shall be sent by the Contractor in duplicate to the Licensing Officer.
20. The Contractor shall submit the returns required under the Contract Labour (Regulation & Abolition) Act 1970 periodically to BHEL Management.
21. The Contractor shall without fail give up to date information in writing of the attendance of the workers employed by him.
22. The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.
23. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

24. No worker shall be required or allowed to work on Sunday unless he has 'or' will have a holiday on anyone of the three days before or after the said day.
25. The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen are booked for work on Sunday.
26. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.
27. The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
28. The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1 May, 15th August and 2nd October.
29. The Contractor shall ensure that his workmen vacate the premises after the shift is over.
30. The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days or more in the Factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
31. No woman worker shall be required or allowed to work in the complex except between the hours of 6.00 A.M. and 7.00 P.M.
32. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

33. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.

34. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

35. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration Number / Enrolment Number before executing the contract work.

36. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employees' contribution pursuant to the above scheme as fixed from time to time. The Contribution payable presently is 1.75% wages to be recovered from his workmen and 4.75% of wages to be contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.

37. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

38. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub- contractors also.

39. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.

40. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.

41. Whenever any sum of money is found to be recoverable from 'or' payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due 'or' which at any time thereafter may become due to the Contractor under this contract 'or' under any other contract 'or' from his security deposit. In case the recoveries are not sufficient to satisfy the claim, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from security deposit, the contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.
42. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all losses, claims, prosecutions under any law.
43. In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor / sub-contractor.
44. Non-exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

Note : The Specimen forms for the following are available in BHEL.

- | | | | |
|----|-----------|---|--|
| 1) | Form „A“ | - | Payment Certificate |
| 2) | Form IV | - | Application for License |
| 3) | Form XIII | - | Register of Workmen employed by contractor |
| 4) | Form XIV | - | Employment Card |
| 5) | Form XV | - | Service Certificate |
| 6) | Form XVI | - | Muster Roll |
| 7) | Form XVII | - | Register of wages |
| 8) | Form XIX | - | Wage slip |

GENERAL CONDITIONS OF CONTRACT FOR LUMPSUM, ITEM RATES AND
PERCENTAGE CONTRACT

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CHAPTER- I

1. DEFINITIONS

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

a) The "CONTRACT" means the documents forming the tender and acceptance thereof, together with all documents referred to therein including General and Special Conditions of Contract, Schedules „A", „B", „C", „D", „E", and / or General Summary attached to the form of tender, the Bharat Heavy Electricals Limited, Schedule of Rates as amended and in force the Specifications and the Drawings. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.

b) The "TENDER DOCUMENTS" means the form of Tender the applicable Schedules „A", „B", „C", „D", „E", and / or General Summary, General and Special Conditions of Contract and the Specification and / or Drawings as given to Contractors on payment for the purpose of preparing their tenders.

c) The "WORK" means the work described in the tender documents in individual work orders and/or accompanying Drawings and Specifications as may be issued from time to time to the Contractor by the Engineer-in-charge within the powers conferred upon them, including all modified 'or' additional works and obligations to be carried out either at the site or at any Factory Workshop 'or' other place as required for the performance of the Contract.

d) The "SITE" means the lands and/'or' other places on, in into 'or' through which the work is to be executed under the Contract 'or' any adjacent land, path 'or' street which may be allotted to 'or' used for the purpose of carrying out the contract.

e) The "CONTRACTOR" means the individual, firm 'or' Company, whether incorporated 'or' not undertaking the work and shall include the legal personal representatives of such individuals 'or' the persons composing the firm 'or' Company, 'or' the successors of the firm 'or' Company and the permitted assigns of such individual 'or' firm 'or' Company.

f) The " Engineer-in-charge" means the Engineer who is incharge for the works referred.

CHAPTER II

SCOPE OF CONTRACT

2. **Heading to the Contract:**

The heading to these conditions shall not effect the interpretation thereof.

3. **Contract Documents**

The Accepting Officer shall furnish to the Contractor on demand "FREE OF COST" three copies of signed drawings and one copy of the signed agreement comprising of preamble to agreement, General and Special Specifications, Schedule „A“, „B“, „C“, & „E“, etc., (but excluding General Conditions of Contract and Drawings) and **three** copies of all further drawings issued during the progress of work.

The Contractor shall keep one copy of all the Drawings and the Specifications at the site and the Engineer-in-charge 'or' his representative shall have access to them at all reasonable times.

None of these documents shall be used by the contractor for any purpose other than that of this contract.

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian official Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

4. **Works to be Carried Out**

The Contract shall, except as provided under Schedules "B" and "C" include all labour, materials, tools, plants equipment and transport which may be required in preparation for, and in the entire execution and full completion of the work. Schedule „A“ shall be deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials carriage and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid. Any error in description or quantity in schedule „A“ 'or' any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract. The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to prior written approval of the Engineer – in – charge.

In the case of a discrepancy between Schedule „A“ the specification and / or the Drawing, the Accepting Officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither Drawings nor Specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion

of the 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 the contract.

The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

5. Provisional Items (SI no:2 of Price bid)

The full amount of provisional lumpsums and the value annexed to provisional item inserted in the tender documents shall be deducted from the contract sum and the value of work ordered and executed thereunder shall be ascertained by measurement 'or' valuation as for deviations.

No work under these items is to be begun without instructions in writing from the Engineer-in-charge.

The extent of quantities 'or' items described as "Provisional" shall not be held to guarantee 'or' limit the amount and description of the work to be executed by the contractor either in respect of the items concerned 'or' the work as a whole.

No addition 'or' deduction shall be made by the Contractor to the amount of the provisional lumpsums as included in the tender documents.

6. Deviations

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-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition 'or' deduction, from the work so described, provided that the contract sum be not thereby varied on the whole.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) 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. In the event of the contractor failing to agree with the Engineer-in charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.

7. Time

Time is the essence of the contract and is specified in the tender document or in each individual Work Order.

As soon as possible after the contract is let 'or' any substantial Work Order is placed and before work under is to begin, the Engineer-in-charge and the Contractor shall agree to a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated.

In the Tender Documents 'or' the Work Order for the completion of the individual items thereof and / the contract 'or' order as a whole. It shall indicate the forecast of the dates for the commencement of the various trade processes or sequences of the work, and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of the time imposed in the Tender Documents 'or' Order

In the absence of any specific Time and Progress chart to be agreed to between the Contractor and the Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the Tender Documents or Order and that the proportion of work completed upto any time in relation to the entire work to be under the Contractor Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the Tender Documents 'or' Order.

The contractor shall suspend the execution of the work, or any part or parts thereof whenever called upon in writing by the Engineer-in-charge to do so, and shall not resume work thereon until so directed in writing by the Engineer-in-charge. The Contractor will be allowed an extension of time for completion not less than the period of suspension. However, no other claim in this respect for compensation or otherwise however will be admitted. Provided the cause for suspension is not attributable to any default on the contractor's part to proceed with or fulfill the contractual obligations. This may also be extended to allow for alteration of work made by the deviation order.

8. Stores and Materials

The Contractor shall, at his own cost and expense, provide all materials required for the works, other than those listed in Schedule „B“, which are to be supplied by Bharat Heavy Electricals Limited. All materials to be supplied by the Contractor shall be of the best kind as described in the specifications and the Contractor shall, if requested by the Engineer-in-charge, furnish proof to the satisfaction of the Engineer-in-charge, that the materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work for approval of the Engineer-in-charge, who may reject the materials not corresponding either in quality or character to the approved samples.

In the case of stores provided under Schedule „B“ the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required assembling and jointing the several parts together as necessary and incorporating or fixing these stores materials in the work, including all preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

9. Delay and Extension of Time:

if, in the opinion of Engineer-in-charge the work is delayed:

- i) by reason of abnormally bad weather, 'OR'
- ii) by reason of serious loss or damage by fire, 'OR'
- iii) by reason of Civil commotion, local combination of workmen strike 'or' lockout, affecting any of the trades employed on the work 'OR'.

- iv) by delay on the part of the agency 'or' tradesman engaged by BHEL in executing work not forming part of this contract, 'OR'
- v) by reason of any other cause which in the absolute discretion of the Engineer-in-charge is (when he is the Accepting Officer of the Contract) beyond the Contractor's reasonable control, than in such case the Accepting Officer on the recommendation of the Engineer-in-charge ('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-charge 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-in-charge but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-charge to proceed with the work.

10. Patent Rights:

The Contractor shall fully indemnify B.H.E.L or the agent, servant, 'or' employee of B.H.E.L against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the contract.

In the event of any claims being made or action brought against B.H.E.L or any agent, or servant or employee of BHEL in respect of matters aforesaid the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the BHEL but the Contractor shall pay any royalties payable in respect of any such use.

11. Octroi and Other Duties:

All charges on account of Octroi, Terminal or Sales Tax and/or other duties on material obtained for the work (excluding materials provided by B.H.E.L on payment) shall be borne by the contractor.

12. Royalties:

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the Contractor may be allowed to remove from quarries situated on land which is in charge of the B.H.E.L authorities.

13. Plant and Equipment:

The Contractor, shall at his own expense, supply all tools, plant and equipment (here-in-after referred to as T & P) required for the execution of the contract other than those listed in Schedule „C“ which subject to their availability may be hired by B.H.E.L., to the Contractor 'or' issued free for use in the execution of the work as specified in Tender Documents.

14. Assignment 'or' Transfer of Contract:

The Contractor shall not, without the prior written approval of the Accepting Officer, assign 'or' transfer the Contract or any part thereof, or any share, 'or' interest therein to any other person. No sum of money which may become payable under the Contract shall be payable to any person other than the Contractor unless the prior written approval of the Accepting Officer to the assignment 'or' transfer of such money is given.

(a) Sub Contract:

The Contractor shall not sub-let any portion of the Contract without the prior written approval of the Accepting Officer.

15. Compliance to Regulations and Bye Laws:

The Contractor shall conform to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any water and lighting Companies or Undertakings with 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-in-charge notice, specifying the variation proposed to be made and the reasons therefor and shall not carry out any such variation until he has received instructions from the Engineer-in-charge in respect thereof. The contractor shall be bound to give all notice required by Statute Regulations or Bye-laws as aforesaid and to pay all fees, and taxes payable to any authority in respect thereof.

CHAPTER III

PERFORMANCE OF THE CONTRACT

16. (i) Earnest Money Deposit (EMD)

- a) Every Tenderer is required to remit a sum of **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only)** towards **EARNEST MONEY DEPOSIT (EMD)** to the Cashier, Bharat Heavy Electricals Limited, Piping Centre, No. 80/93, G N Road, T. Nagar, Chennai – 17 'or' by **Demand Draft** drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED" payable at Chennai. The Photocopy of the Cash receipt issued to the Tenderer shall be enclosed along with the sealed Technical Bid.
- b) **Tenders submitted by parties who do not pay EMD will not be considered and are liable for rejection.**
- c) The EMD of the successful tenderer will be retained towards part of Security Deposit. In the case of unsuccessful tenderers, the EMD will be refunded to them within fifteen days from the date of award of work to the successful bidder. However, no interest (or) damages would be paid to the Bidders for delay in refund of EMD beyond the above specified period.
- d) BHEL reserves the right to forfeiture of EMD in case the successful tenderer:
 - i) Fails to communicate unqualified acceptance of our Letter of Intent within 7 days from the Date of LOI
 - ii) Fails to start the work as may be indicated in the Letter of Intent.
 - iii) After opening of the tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.

16.2 Security Deposit

Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs. 10 lakh	10%
Above Rs. 10 lakh upto Rs.50 lakh	1 lakh + 7.5% of the amount Exceeding Rs.10 Lakh
Above Rs. 50 lakh	4 lakh + 5 % of the amount exceeding Rs.50 Lakh

At least 50% of the security Deposit should be furnished before start of the work by the contractor in the form of Demand Draft / Bank Guarantee.

Security Deposit may be furnished in any one of the following forms :-

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks in the name of BHEL subject to realization.
- iv) Securities available from Post Offices such as National Savings 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).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

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

All compensation 'or' other sums of money payable by the Contractor to BHEL, under the terms of this Contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the Securities 'or' from the interest arising there from or from any sums which may be due or may become due to the Contractor payable by BHEL, on any account whatsoever against this Contract or any other Contract with BHEL, and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall, within seven days thereafter, make good in cash 'Or' in securities endorsed as aforesaid, any sum or sums by which the Security Deposit has been so reduced. 50% of the Security Deposit / may be refunded on completion of the work after payment of the final bill and the balance 50% of the Security Deposit is refundable normally only after the expiry of the maintenance period of six (6) months from the date of completion of work as stipulated in the Contract concerned. For this contract no maintenance period is applicable.

17. Order under the contract

All orders, notices etc., to be given under the contract shall be in writing typescript or printed and if sent by registered post to the address given in the tender of the contractor, shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him.

The contractor shall carry out without delay all orders given to him.

18. Admission to site

The Contractor shall not enter on (other than for inspection purposes) 'or 'take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the Site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas.

The Contractor shall provide, if necessary or required at the Site, temporary access there to and shall alter, modify and maintain the same as required from time to time. He shall take out and clear away the access route when no longer required and restoring the area to its original condition.

The Engineer-in-charge shall have power to execute other works (whether 'or 'not connected with the work in the contract agreement) on the site contemporaneously with the execution of the original work and Contractor shall give reasonable facilities for this purpose.

B.H.E.L reserves the right of taking over, at any time, any portion of the site which they may require and the Contractor shall at his own expense clear such portion forthwith. No photographs of the Site or of the work or any part there of shall be taken, published or otherwise circulated without the prior approval of the Engineer-in-charge.

No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

B.H.E.L Officials connected with the Contract shall have the right of entry to the Site at all times.

Engineer - in charge shall have the power to exclude from the site any person whose admission there to may, in his opinion be undesirable for any reason whatsoever.

19. Contractor's Supervision

The Contractor shall either himself supervise the execution of the Contract 'or 'shall appoint a competent Agent approved by the Engineer-in-charge to act in his stead. The contractor shall employ an Engineer/Agent having at least a „Degree of Bachelor of Civil/ Architect engineering/ from a recognized University.

The Employment of an Engineer/Agent as aforesaid shall not be necessary if the Contractor himself in possession of a recognized technical qualification and is in opinion of the Engineer-in-charge capable of receiving instructions of the Engineer-in-charge and of executing the work to the satisfaction of the Engineer-in-charge. If the Contractor fails to appoint a suitable Engineer/Agent as aforesaid, the Engineer-in-charge shall have full powers to suspend the execution of work and stop payment of any advances 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 as stipulated.

Orders given to the Contractor's Agent / Engineer shall be considered to have the same force as if they had been given to the Contractor himself.

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 trade as the Engineer-in-charge may consider necessary.

The contractor or his accredited agent shall attend when required and without making any claim for doing so, either the Office of the Engineer-in-charge 'or' the work site to receive instructions.

The Engineer-in-charge shall have full powers, and without assigning any reason to require the Contractor immediately to cease to employ in connection with the Contract any Agent, servant or employee whose continued employment is, in his opinion undesirable.

The Contractor shall not be allowed any compensation on this account.

LABOUR

- 20.** The Contractor shall employ labourer in sufficient numbers either directly 'or' through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4 and 19 of every month to the Engineer-in-charge a true statement showing respect of the second half of the preceding month and the 1 half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made thereunder and the amount paid to them.

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

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

The Contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Mines Act 1952, Contract Labour Regulation and Abolition Act 1970 'or' any modifications there of or any other law relating thereto and rules made thereunder from time to time.

The contractor shall be liable to pay his contribution and the employees' contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees' State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees' State Insurance.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by the worker or worker by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the B.H.E.L against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractor's Labour Regulation, the Contractor shall without prejudice to any other liability pay to the B.H.E.L a sum not exceeding Rs. 50/- as liquidated damages for every default breach 'or' furnishing, making submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender.

The Engineer in charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.

Model Rules for Labour Welfare

The Contractor shall at his own expense comply with 'or' cause to be complied with Model Rules for Labour welfare as appended to these Conditions 'or' rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly / 'or' indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

Safety Code

The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer – in – charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer– in–charge shall be entitled to do so and recover the cost thereof from the Contractor.

Failure to comply with model Rules for Labour Welfare, Safety Code, or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the B.H.E.L as liquidated damages an amount not exceeding Rs. 50/- for each default 'or' 'materially incorrect statement. The decision of the Engineer–in–charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

WATER

- 21.** The Contractor shall allow in his Tender and provide at his cost all water required for the work 'or' his employees on the work, together with all pipes and fittings or other means that may be necessary 'or' required to ensure a proper and ample supply of water for all purposes connected with the work.

22. Temporary Workshops, Stores Etc.

The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, stores, 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-in-charge and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared away and the site restored and left in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.

23. Stores and Materials on Site

All stores and materials required for the work are to be deposited by the Contractor only in places to be indicated by the Engineer-in-charge.

Where in accordance with the contract stipulations certain Stores & Materials (for incorporation in the work) are to be issued to the Contractor by the BHEL as detailed under Schedule "B" such items will be so issued only to the extent required for the actual completion of the work as stipulated in the contract.

The decision of the Engineer-in-charge regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work upto 5% over the theoretical consumption will be charged at issue rates and excess consumption beyond this limit, their cost will be recovered from the Contractor at punitive rates which will be 100% (Hundred Percent) more than the issue rates of the BHEL as specified in the Instructions to the Tenderers.

In regard to the materials and stores which may be issued to the Contractor by BHEL the Contractor shall give the Engineer-in-charge reasonable notice in writing of his requirements of such stores and materials and on the approval of his demand being notified to him, he shall make immediate arrangements for drawing the same. Such stores and materials shall be transported by the Contractor at his own expense direct from the place of issue to the site of the work, unless prior written approval is obtained from the Engineer-in-charge to take them to a Store or Workshop elsewhere.

The Contractor shall have to build a weather proof shed for the storage of cement required for 15 days consumption of the work.

BHEL Officers connected with the Contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place where such stores or materials are being fabricated or manufactured or at any place where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

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

Should the Engineer-in-charge consider at any time during the construction or re-construction, on prior to the expiry of the "MAINTENANCE PERIOD" that the stores or materials provided by the Contractor are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (in respect whereof the decision of the Engineer-in-charge shall be final and conclusive) the Contractor, shall on demand, in writing from the Engineer-in- charge specifying the Stores or materials complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense; to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid the Engineer-in- charge may replace within others the stores or materials complained of at the risk and expense in all respects of the Contractor. The liability of the contractor under this condition shall not extend beyond the maintenance period aforesaid except as regards stores or materials which the Engineer-in-charge shall have previously given notice to the contractor to replace. (*MAINTENANCE PERIOD for any work under this Organisation will be SIX MONTHS FROM THE DATE OF ACTUAL COMPLETION of the particular work and handing over to B.H.E.L).

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

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

If, in the opinion of the Engineer-in-charge (which shall be final and conclusive) any stores, supplied by B.H.E.L have either during currency of the work or after completion of the work whilst under the custody of the Contractor, become damaged to such an extent that they cannot be usefully utilized, either in the same work or in other works, the Engineer-in-charge shall not accept the stores and in the event of his rejection the contractor shall be charged for the said Stores at a rate as fixed by the Accepting Officer. The Contractor shall not be entitled to any claim whatsoever on this account.

24 Tools and Plants on site:

All tools, plants and equipment brought to the site shall become the property of B.H.E.L and shall not be removed from the site without the prior written approval of the Engineer-in-charge when the work is finally completed or the Contract is determined for reasons other than the default of the Contractor he shall forthwith remove from the site all tools, plants, equipments etc., (other than those as may have been provided by B.H.E.L) and upon such removal, the same shall in, and become the property of the Contractor.

25. Statement of Hire Charges:

A monthly detailed statement of the hire charge incurred in respect of B.H.E.L tools, plants, equipments etc., shall be given to the Contractor by the Engineer- in-charge.

26. Precaution Against risks:

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

The Contractor shall provide all watchmen necessary for the protection of the site, the work, the materials, tools, plants, equipments and anything else lying on the Site during the progress of the work. He shall be solely responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching, all places on or about the work and the Site which may be dangerous to any person whomsoever.

27. Notices and Fees:

The Contractor shall give all notices required by any Statutory provision 'or' by the regulations and/or bylaws of any local Authority and/'or' of any Public Service, Company 'or' Authority affected by the work 'or' with whose system the same are will be connected. The Contractor shall pay and indemnify B.H.E.L against any fees and charges payable under such Acts. Regulation and/or bylaws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

28. Setting out of the Works and Protective and Maintaining Signals and Works:

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall at his own expense set accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras 'or' 'additions there-to and shall be solely responsible for their being so setout and executed. All bench marks, pegs, signals on the surface, alignment stones, milestones and all similar marks whether put in by B.H.E.L Authorities for the purpose of checking the Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the Contractor who shall, at his own expense, take, all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary, be replaced by the Engineer-in-charge at the Contractor's expense and the cost thereof deducted from any money then or thereafter becoming due to the Contractor.

Where requested by the Contractor, the level marks, center line and chainage pegs corresponding to those shown on the Drawing will be pointed out to the Contractor on the ground but all bench marks or chainage pegs additional to those shown on the Drawing will be set out by BHEL authorities.

29. Site Drainage:

All water that may accumulate on the site during the progress of the work 'or' in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.

30. Excavations, Relics Etc.

Material of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as Engineer-in-Charge directs.

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar items which may be found in or upon the site shall be the property of Bharat Heavy Electricals Limited and the Contractor shall duly preserve the same to the satisfaction of the BHEL and shall from time to time deliver the same to such person or persons as the B.H.E.L may appoint to receive the same.

31. Foundations

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

32. Covering-in Work

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

33. Approval of works by Stages:

All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In default of such notice being received, the Engineer-in-charge shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-charge thereon shall be final and conclusive.

34. Execution of the Work:

The work shall be executed in a workman-like manner and to the satisfaction in all respects of the Engineer-in-charge.

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.

35. Day Work:

No day-work shall be performed without the prior written instructions of the Accepting Officer.

The Contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day-work and shall deliver to the Engineer-in-charge within two days of the end of each pay week a return in duplicate giving full detailed accounts of labour and materials for that pay-week. One copy of each of these returns, if found correct, will be certified by the Engineer-in-charge and returned to the contractor and must be produced at the time of adjustment of accounts.

An invoice in duplicate signed by the Contractor 'or' his agent shall be sent with each delivery of materials for day-work and the Contractor will be furnished with a receipt signed by the Engineer-in-charge specifying the description, quantities weight or measurement (as the case may be) of the articles approved, reference will be made in this receipt in the return aforesaid and the contractor's Bill.

In the case of Lump sum Contracts, the rates to be charged and the percentage addition for profit and establishment charges, etc., will be agreed upon between the Accepting Officer and the Contractor prior to the execution of the work.

36. Inspection of the Work:

B.H.E.L Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect 'or' unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect) whereof the decision of the Engineer-in-charge shall be final and conclusive the Contractor shall on demand in writing from the Engineer-in-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole 'or' in part as the case

may be required at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

37. Responsibility for Building:

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

38. Insurance

The contractor shall within one month after the date of the acceptance of the contract, insure the work against loss 'or' damage to the contract works, temporary work and materials erected in performance of the contract on "all risks" basis from the time of arrival on site until taken over by BHEL on completion of the contract.

The cover shall also include wherever necessary the risks of testing including breakdown or explosion of plant and machinery undergoing testing, trial and commissioning operations. The insurance shall also specifically cover removal of debris cost. The sum insured shall represent the estimated full value of the contract works inclusive of value of free supply materials by BHEL, transport charges, customs dues, express freight, overtime charges, cost of erection, value of constructional plants and machinery, removal of debris and escalation of costs where the contract includes a maintenance period, the insurance cover shall specifically include the contractors' liabilities during the maintenance period. The insurance shall also be extended to cover third party personal injury and property damage for a sum to be specified by BHEL. The insurance shall be effected in the name of BHEL and the contractor shall submit to BHEL a draft of the insurance policy for approval. The policy when issued will be lodged with BHEL together with receipts of premium for such insurance and the contractor shall maintain such policies in force until the obligations of the contractor are fully discharged.

If the contractor fails to comply with the terms of this condition the Accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advances to the contractor until the contractor shall have complied with the terms of this condition. This provision does not, however, absolve the contractor of his responsibility for taking up the insurance. The contractor is, therefore, primarily responsible for taking up the insurance in time.

39. Damage and loss to private property and injury to workmen

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-charge and pay compensation for any injury, loss or damage occasioned to any property or rights whatever including property and rights of **B.H.E.L.**, (or agents, servants or employees of **B.H.E.L.**) the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify

B.H.E.L, against all claims enforceable against B.H.E.L, or any agent, servant, or employee of B.H.E.L a private person, in respect of any such injury (including injury resulting in death loss or damage to any person) whatsoever or property, including all claims which may arise under the workmen's Compensation Act or otherwise, or which would be enforceable against B.H.E.L.

40. Completion

The works shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance with the Contractor's forecast of Time and Progress where operative, and all unused stores and materials, tools, plants, equipments, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Scheduled date of completion.

The B.H.E.L shall have power to take over from the Contractor from time to time each sections of the work as have been completed to the satisfaction of the Engineer-in-charge.

In case the Contractor fails to remove any of his properties, assets 'or' fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contractee, that is BHEL to take such action as it deems fit to clear dispose of such properties, assets or such waste materials and charge the contractor any expenses incurred thereon.

The Engineer-in-charge shall certify to the Contractor the date on which the work is completed and the state thereof.

The Engineer-in-charge shall also certify to the Contractor the state of the work at the end of maintenance period, where applicable.

41. Compensation for Delay:

If the contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also apply to items 'or' group of items for which separate period of completion has been specified.

For this purpose the term „Contract Value“ shall be the value at contract rates of the work as ordered.

- a. If the Completion period (as originally-stipulated) -- at 1 percent per week.
extend - Not exceeding 6 months.
- b.If the Completion period (as originally-stipulated) -- at ½ percent per week
extend - Exceeding 6 months and not exceeding 2 years.
- c. If the Completion period (as originally-stipulated) -- at ¼ percent per week
extend- Exceeding 2 years.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage **of the contract value** or of the contract value of the item or group of items of work for which a separate period of completion is given:

- | | | |
|----|--|-------------|
| a. | If the Completion period (as originally-stipulated) extend
Not exceeding 6 months. | 10 percent. |
| b. | If the Completion period (as originally-stipulated)extend
Exceeding 6 months and not exceeding 2 years. | 7½ percent. |
| c. | If the Completion period (as original-stipulated)extend
Exceeding 2 years | 5 percent. |

The amount of compensation may be adjusted 'or' set-off against any sum payable to the Contractor under this or any other contract with the B.H.E.L.

42. Laws Governing the Contract:

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

43. Cancellation of Contract for Corrupt Acts:

The Accepting Officer, whose decision shall be final and conclusive, shall, without prejudice to any other right 'or' remedy which shall have accrued 'or' shall accrue thereafter to Bharat Heavy Electricals Limited, cancel the contract in any of the following cases and the Contractor shall be liable to make payment to B.H.E.L for any loss 'or' damage resulting from any such cancellation for default.

If the Contractor shall:

- a. Offer 'or' 'give 'or' agree to give to any person in BHEL service any gift 'or' consideration of any kind as an inducement 'or' reward for doing 'or' for bearing to do 'or' for having done 'or' forborne to do a day act in relation to the obtaining or execution of this or any other contract for BHEL service '**OR**'
- b. Enter into a contract with B.H.E.L in connection with which commission has been paid 'or' agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer, '**OR**'
- c. Obtain a contract with B.H.E.L as a result of ring tendering 'or' by non-bonafide methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

44. Cancellation of Contract for Insolvency, Assignment or Transfer 'or' Sub-Letting of Contract:

The Accepting Officer, without prejudice to any other right 'or' remedy which shall accrue thereafter to B.H.E.L shall cancel the contract in any of the following cases:

- a) If the Contractor,
Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or orders for administration of his Estate made against him or shall take any proceedings, for liquidation or composition under any Bankruptcy Act for the time being in force or make any conveyance or assignment of his effects of composition or arrangement for the benefit of his creditor or purport to do so, 'or' if any application be made under any Bankruptcy Act for the time being in force for the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors, '**OR**'
- b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debentures holders shall be appointed or circumstances shall arise which entitle the court 'or' debentures holders to appoint a Receiver 'or' Manager '**OR**'.

- c) Assigns, transfers, sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the Accepting Officer. **'OR'**
- d) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

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

Engineer-in-charge will have powers to take possessions of the site and any materials, constructional plant, implements, stores, etc, thereon and or carryout the work by any means at the risk and cost of the contractor.

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

If the contractor fails to pay the excess sum within a period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance Outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

45. Cancellation of contract in part 'or' in full for contractor's default:

If the Contractor:

- (a) Makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge, **'OR'**
- (b) in the opinion of the Engineer-in-charge at any time, whether before 'or' after the date or extended date for completion, makes default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge, **'OR'**
- (c) fails to comply with any of the terms and conditions of the contract 'or' after 7 days notice in writing with orders properly issued there under, (**OR**)
- (d) fails to complete the work order and items of work individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress as set out under clauses 7 of these General Conditions of Contract.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to B.H.E.L cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at

the Contractor's risk and cost, provided always that in the event of the cost of completion (as certified by Engineer-in-charge which is final and conclusive) being less than the contract cost the advantage shall accrue to the B.H.E.L if the cost of completion exceeds, the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Project Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of the site and any materials, constructional plant, implements, Stores, etc., thereon.

In case the B.H.E.L completes the work or any part thereof under the provisions of this conditions the cost of such completion to be taken in to account in determining the excess cost to be charged to the contractor under this conditions shall consists of the cost of materials purchased and/or labour provided by the B.H.E.L with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Project Manager / Engineer whose decision shall be final and Conclusive.

If the contractor fails to pay the excess sum within a period of 30 days, the Engineer- in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant implements, temporary buildings, etc, and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance outstanding from the contractor it shall be recovered in accordance with the provision of the contract.

46. Termination of Contract for Death

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the accepting Officer shall have the opinion of terminating the contract without compensation to the contractor.

47. Special Powers of Determination

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

He shall be paid at Contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site, etc., as may be rendered necessary by the said fore closing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilised on the work, as verified by the Engineer-in-charge. Neither shall the Contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions, involving any curtailment of the work as originally contemplated.

48. Fair Wage

- a) The contractor shall pay not less than the " Fair Wage" to labourers engaged by him on the work.

"Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been notified the wages prescribed by the Project Manager/Engineer for the stations at which the work is done.

- b) The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid a "Fair Wage" to labourers indirectly engaged on the work, including any labour engaged by the Sub- Contractors in connection with the said work, as if the labourers had been directly employed by him.

- c) In respect of labourers directly or indirectly employed on the work for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with B.H.E.L Contractor's Labour Regulations (appended here to as Annexure „A" to these conditions) in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wage-slips publication of scale of wage and other terms of employment inspection and submission of periodical returns and all other matters of alike nature.

- d) The Engineer-in-charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his 'or' their wages which are not justified by the terms of the contract or non-Observance of the regulations.

- e) The Contractor shall be liable primarily for all payments to be made under the contract and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

- d) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this Contract.

CHAPTER IV

VALUATION AND PAYMENT

49. Records and Measurements:

All items having a financial value shall be entered in the B.H.E.L Measurement Book so that a complete record is obtained of all works performed under the Contract.

Buildings, etc., priced in Schedule „A“ as a unit lumpsum will be entered by number at the unit lumpsum.

Work carried out for agreed lumpsum will be described and similarly recorded.

Lumpsum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of B.H.E.L under the contract.

Work which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of the BHEL and by the Contractor.

The Engineer-in-charge shall give reasonable notice in writing to the Contractor of appointment for measurement.

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

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

Measurement shall be entered in the B.H.E.L Measurement Book and signed and dated by both parties each day at the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the B.H.E.L a note to that effect will be made in the BHEL Measurement Book or against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement.

If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re- measurement shall be borne by the party requiring the measurement.

Measurement to be re-taken, provided that a net error is found by this re-measurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds Rs. 500/- the expense of re- measurement is to be borne by the other party. If the Contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case these measurements shall be accepted by the Contractor as final.

The contractor shall, once every month, submit the bill to the Engineer-in-charge with a copy to the Civil Manager/Senior Engineer details of his claims for the work done by him up to and including the previous month

50. Advances on Account:

No payment shall be made for work estimated to cost less than Rupees **FIVE THOUSAND** till the whole of the work shall have been completed and a certificate of completion given by the Competent Authority.

In the case of work estimated to cost more than Rupees **FIVE THOUSAND** the contractor may at intervals of not less than one month 'or' as otherwise provided for in the Contract Documents, counting from the date on which order to commence work is given by Engineer-in-charge submit claims on B.H.E.L forms for payment of advances on account of work done and of materials delivered in connection with the Contract.

The contractor shall be paid in respect of such claims to the extent approved and passed by the Engineer-in-charge subject a maximum of 90% of the value of the work actually executed to the satisfaction of the Engineer-in-charge. The certificate of the Engineer-in-charge regarding such approval and passing of the sums so payable shall be final and conclusive against the Contractor.

"After the full amount of Security Deposit is made up through the 10% deduction from On account" bills, 100% payment of all subsequent bills may be made to the Contractor.

Any certificate relating to work done 'or' materials delivered may be modified or corrected by any subsequent interim certificate 'or' by the final certificate and no certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work 'or' materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advances against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

Such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract.

51. Final Bill

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate.

It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge.

No claims will be entertained after the receipt of the final bill.

The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.

No charge shall be allowed to the Contractor on account of the preparation of the final bill.

52. Payment of Bills

All payment to be made to the Contractor under this contract shall be by "Crossed Cheque" marked „A/C payee only (Within a reasonable time after the Certification by the Engineer-in-charge) at the State Bank of India 'or' their subsidiaries located in the station where either the work is executed 'or' service rendered 'or' at their branch nearest to the station where the Officer of the Engineer-in-charge is located. Alternatively E- payment shall be made thro' RTGS transfer.

53. Recovery from Contractor:

Whenever under the contract any sum of money shall be recoverable from 'or' payable by the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

54. Post Technical Audit of Work and Bills:

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

55. Refund of Security Deposit:

100% of the Security Deposit shall be refunded after payment of final bill provided that the contractor shall have rendered a "No-Demand Certificate".

56. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director / General Manager of BHEL and if ED is unable or unwilling to act, to the sole arbitration of some other person appointed by the ED / General Manager, willing to act as such Arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Manager / Senior Engineer / Engineer-in-charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of B.H.E.L and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings.

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

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

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

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply the provisions of BPE office memorandum No: BPE/CL 001/ 76MAN / 2 (1.10) 75-BPE (GM-1) dated 1 st January 1976 'or' its amendments for arbitration shall be applicable.

ANNEXURE 'A'

B.H.E.L CONTRACTOR'S LABOUR REGULATIONS (See condition 20)

1. Definition:

In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them.

- a) "Labour" means workers employed by a contractor directly 'or ' indirectly through a sub-contractor, 'or' by an agent on his behalf on a payment not less than the wages prescribed by Central Government from time to time.
- b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighbourhood but shall not be less than the minimum rates of wages fixed under the minimum Wages Act.
- c) "Contractor" for the purpose of these Regulations shall include an agent or Sub-Contractor employing labour on the work taken on contract.
- d) "Inspecting Officer" means any Labour Enforcement Officer, 'or' Assistant Labour Commissioners of the Chief Labour Commissioner's Organisation.
- e) "Form" means a form appended to these Regulations.

2. Notice of Commencement:

The Contractor shall, within **SEVEN DAYS** of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information with copy to the Engineer-in-charge.

- a) Name and situation of the work.
- b) Contractor's name and address.
- c) Particulars of the Department for which the work is undertaken.
- d) Name and address of sub-contractors as and when they are appointed
- e) Commencement and probable duration of the work
- f) Number of workers employed and likely to be employed,
- g) „Fair wages" for different categories of workers.

3.

- (i) Number of hours which shall constitute a normal working day:
The number of hours which shall constitute a normal working day for an adult shall be **NINE** hours. The working day of an adult worker shall be so arranged that of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than **NINE** hours on any day or for more than **FORTY EIGHT** hours in any week he shall in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least **TEN** days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression 'Ordinary rate of wages' means the fair wage the worker is entitled to.

4. Display of Notice Regarding Wages, Weekly Day of Rest, Etc.:

The Contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in clean and legible condition in conspicuous places on the works, notice in English and in the local Indian languages, spoken by majority of workers, given the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers and the Engineer-in-charge.

5. Fixation of Wage Periods:

The Contractor shall fix wage periods in respect of which wages shall be payable

No wage period shall normally exceed one week.

6. Payment of Wages:

(i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.

Wages of every worker employed on the contract shall be paid where the wage period is one week, within, **THREE DAYS** from the end of the wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as number of workers does not exceed 1,000.

(ii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

(iii) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

NOTE: The term "Working Day" means a day on which the work on which labour is employed is in progress.

7. Register of Workmen:

A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within **THREE** days of his employment.

8. Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

9. Register of Wages etc., :

- (i) A register of Wages-cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

10. Fines and Deductions which may be made from wages:

- (i) Wages of worker shall be paid to him without any deductions of any kind except the following:
 - a. Fines;
 - b. Deductions for absence from duty, i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - d. Deductions for recovery of advances or for adjustment of overpayment of a wages. Advance granted shall be entered in a register;

and
 - e. Any other deduction, which the B.H.E.L may from time to allow.
- ii. No fines shall be imposed on a worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- iii. No fines shall be imposed on a worker and no deductions for damage or loss shall be made from wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv. The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in rupee of the wages payable to him in respect of that wage period.
- v. No fine imposed on a worker shall be recovered from him in instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- vi. The Contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
- vii. The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

11. Register of Accidents :

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a. Full particulars of the labourers who met with the accident.
- b. Rates of Wages.
- c. Sex
- d. Age
- e. Nature of accident and cause of accident.
- f. Time and date of accident.
- g. Date and time when admitted in hospital.
- h. Date of discharge from the hospital.
- i. Period of treatment and result of treatment.
- j. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k. Claim required to be paid under Workmen's Compensation Act.
- l. Date of payment of compensation.
- m. Amount paid with details of the person to whom the same was paid.
- n. Authority by whom the compensation was assessed.
- o. Remarks.

12. Preservation of Registers :

The Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which last entry is made therein.

13. Enforcement :

The Inspecting Officer shall either on his own motion 'or' on a complaint received by him carry out investigations, and send a report to the Engineer-in-charge specifying the amounts representing workers, dues and amount of penalty to be imposed on the contractor for breach of these Regulations, that have to be recovered from the contractor, indicating full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the contractor.

14. Disposal of amounts recovered from the Contractor:

The Engineer-in-charge shall arrange payment to workers concerned within **FORTY FIVE** days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation, 16 of these Regulations. In cases where there is an appeal, payments of workers, due would be arranged by the Engineer-in-charge, wherever such payments arise, within **THIRTY** days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.).

15. Welfare Fund:

All money that are recovered by the Engineer-in-charge by way of workers, due which could not be disbursed to workers within the time-limit prescribed above, due to reasons such as where-about of workers not being known, death of a worker, etc., and also amounts recovered as penalty, shall be credited to a fund to be kept under the custody of B.H.E.L for such benefit and welfare of workmen employed by contractors.

16. Appeal against decision of Inspecting Officer:

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.

17. Representation of Parties:

- i. A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an Officer of a registered trade union of which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an Officer of a registered trade union connected with, or any other workmen employed in the industry in which the worker is employed.
- ii. A Contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation of Associations of Contractors to which the said association is affiliated or where the contractor is not a member of any association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.
- iii. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

18. Inspection of Books and other Documents:

The Contractor shall allow inspection of the Register and other documents prescribed under these Regulations by Inspecting Officer and the Engineer-in-charge 'or' his authorized representative at any time and by the worker 'or' his agent on receipt of due notice at a convenient time.

19. Interpretation etc.

On any question as to the application, interpretation or effect of the Regulations the decision of the Chief Labour Commissioner 'or' Deputy Chief Labour Commissioner (Central) shall be final and binding.

20. Amendments:

Central Government may, from time to time, add to 'or' amend the Contractor's Labour Regulations and issue such directions as it may consider necessary for the proper implementation of the Contractor's Labour Regulations or for the purpose of removing any difficulty which may arise in the administration thereof, based on which the B.H.E.L., Contractor's Labour Regulations herein contained shall be subject to revision.

MODEL RULES FOR LABOUR WELFARE

1. Definition:

- (a), „Workplace“ means a place at which, on an average, twenty or more workers are employed.
- (b), „Large Workplace“ means a place at which on an average, 500 'or' more workers are employed.

2. **First Aid:** At every workplace, there shall be maintained in a readily accessible place first-aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the works First Aid posts shall be established and be run by a trained compounder.

Where large workplaces are remotely situated and far away from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the in- charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

3. Accommodation for Labour: The Contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-charge.

4. Drinking Water: In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water-proof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning ' or ' inspection which shall be done at least once a month.

5. Washing and Bathing places: Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrines and Urinals: These shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales:

	No.of Seat
a) Where number of persons does not exceed 50	2
b) Where number of persons exceed 50 but does not exceed 100	3
c) For additional persons	3

Per 100 'or' part thereof.

In particular cases, the Engineer-in-charge shall have the power to increase the requirement, where necessary.

7. **Latrines and Urinals:** Except in workplaces provided with water flushed latrines connected with a waterborne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For Women only" shall be provided on the scale laid down in rule 6. Those for men shall be similarly marked "For Men only" A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8. **Construction of Latrines:** Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.
9. **Disposal of Excreta:** Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively local excreta may be disposed off by putting a layer of night soil at the Bottom of pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The contractor shall, at his own expenses, carry out all instruction issued to him by the Engineer-in-charge to effect proper disposal of soil and other conservancy work in respect of Contractor's work-people or employees on the Site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. **Provision of shelters during rest:** At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. Height of each shelter shall not be less than 3 meters from floor level to lowest part of roof. Sheds shall be kept clean and space provided shall be on the basis of at least 0.5 sq.m. per head.
11. **Creches:** At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years of such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and walls with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two „dais" in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

When the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dais to look after children of women workers.

Size of creche (s) shall vary according to the number of women workers employed. Creche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

12. **Canteen:** A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.
13. Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge, and at the Contractor's expenses.

14. **Anti-malarial precautions:** The Contractor shall, at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-charge, including filling up of any borrow pits which may have been dug by him.
15. **Enforcement:** The Inspecting Officer mentioned in the Contractors Labour Regulations or any other officer nominated in his behalf by the Engineer-in-Charge shall report to the Engineer-in-Charge all cases of failure on the part of the Contractor and or his sub-contractors to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.

B.H.E.L SAFETY CODE

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, 'or' from solid construction except such short period of work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured atleast 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely bordered have adequate width and be suitably fenced, as described in 2 above
4. Every opening in floor of a building 'or' in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung, ladder shall in no case be less than 30 cm, for ladders upto and including 3 metres in length. For longer ladders this width shall be increased by atleast 6 mm for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.
6. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
7. Excavation and Trenching:

All trenches, 1.5 metres or more in depth, shall at all times be supplied with atleast one ladder for each 30 m length or fraction thereof. Ladder shall be extended from bottom of trench to atleast 1 metre above surface of the ground. Sides of a trench 1.5 metres or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.5 metres of the edge of trench or half the depth of trench, whichever is more. Cutting shall be from top to bottom. Under no Circumstances shall undermining or undercutting be done.
8. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9. Use of hoisting machine and tackles including their attachments, anchorage and supports shall conform to the following:
 - a. These shall be of good mechanical construction, sound material and adequate strength and free from defects and shall be kept in good working order. ii. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.
 - b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - c. In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall have the safe working load plainly marked there on, In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - d. Incase of departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machine the Contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it to site of work and get it verified by the Engineer-in-Charge.

10. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches carry keys or other materials which are good conductors of electricity.

11. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near the places of work.

12. This safety provision shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named thereon by the Contractor.

13. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Contractor's Labour Regulations.

14. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

FORM OF REGISTER OF WORKMEN

(Regulation-7)

- i. Name and address of the Contractor-----
- i. Number and date of the **WORK ORDER & CONTRACT AGREEMENT** -----
- iii. Name and address of the department awarding the contract-----
- iv. Nature of the Contract and location of the work-----
- v. Duration of the Contract-----

Sl. No	Name and surname of the workers	Age & Father's / SexHusband's Name	Nature of employment Designation.	Permanent /Present Home address address of Employee (Village, Distt. Thana).	Date of commencement of employment	Date of Termination leaving of employment	Signature or thumb or impression of the employee.	Remarks		
1	2	3	4	5	6	7	8	9	10	11

**FORM OF EMPLOYMENT CARD
(Regulation-8)**

i Name and Sex of the Worker-----

ii Father's / Husband's Name -----

iii Address-----

iv Age or Date of birth-----

v Identification mark -----

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/ husband or child):-
Name-----

Full address of Dependents
(Specify Village, Dist., and State)-----

Sl. No	Name & Address of employer (specify Whether a contractor or a sub contractor).	Particulars of location of worksite and description of work done	Total period for which the worker is employed from..... to.....)	Actual number of days worked	Leave taken (No. of days should be .. specified).	Nature of Work done by the worker.	Wage rate With Particulars of unit in Case of Piece work.	Total Wage earned by the Worker during the period shown Under Col.5.	REMARKS	Signature of the Employee
1	2	3	4	5	6	7	8	9	10	11

N.B:- For a worker employed at one time on piece-work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

**FORM OF WAGE SLIP
(Regulation-9)**

- i. Name of the Contractor -----
 - ii. Place -----

 - 1. Name of the worker with
father's / husband's name.
 - 2. Nature of employment.
 - 3. Wage period.
 - 4. Rate of Wages payable
 - 5. Total attendance / Unit of work done.
 - 6. Dates on which overtime worked
 - 7. Overtime Wages.
 - 8. Gross Wages payable.
 - 9. Total deductions (indicating
nature of deductions)
 - 10. Net wages payable.
-

Contractor's Signature /
Thumb impression.

Employees' Signature/
Thumb impression.

FORM OF REGISTER OF FINES

(Regulations No.10 vii)

Sl. No.	Name	Father's / Husband's name	Sex	Department	Nature and date of the offence for which fine imposed	Whether workmen showed cause against fine or not, if so, enter date	Rate of wages	Date and amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

ARCHITECT /CONSULTANT

ACCEPTING OFFICER

FORM OF REGISTER OF WAGES-CUM-MUSTER ROLL

(Regulation – 9)

- i. Name and address of the Contractor-----
- ii. No. & Date of the Contract Agreement /Work Order-----
- iii. Name and address of the department awarding the Contract-----
- iv. Nature of the Contract and location of the work-----
- v. Duration of the Contract-----
- vi. Wage period-----

Serial Number	Name and Surname of the worker			Designation and Nature of work	Fair Wage Wages payable paid			Overtime Worked			Deduction from wages			Signature of thumb impression of the worker	Date of payment	Remarks							
	Father's/Husband's name	Sex			Daily attendance (No. of units worked 1,2,3,4,5,6,7, ,31)	Total attendance Units	D.A. & other allowance	D.A. & other allowance	Date	No.of hours.	Overtime wages earned.	Total wages paid	*Fine				Deduction for damage or loss	Recovery of advances	Other deductions	Net wages payable			
01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Reasons to be recorded in Column 24.																							

FORM OF REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE B.H.E.I.L.
BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS
Regulation No 10 (vii)

Sl.No	Name	Father's Husband's Name	Sex/	Department	Damage or loss caused with date	Whether worked showed cause against deduction if so, enter date	Date & amount of deduction imposed	Number of Instal- ment, if any	Date on which total amount realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

**BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE, CHENNAI – 600017**

BILL OF QUANTITIES

NAME OF WORK: Providing comprehensive Architectural consultancy for the construction of office building with Green building features including development of Plot for BHEL- Piping centre at Pallikaranai in Chennai.

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Amount Rs. P.
(1)	ONE SET	Providing comprehensive architectural / Engineering consultancy services for the construction of office building with Green building features including development of Plot comprising the scope of activities as follows and as indicated elsewhere in this tender. Taking department's instructions and preparation of design brief, conducting bore hole soil investigation & testing, Site evaluation, analysis and impact of proposed development on its immediate environs, Design and site development, Structural design, Sanitary, plumbing, drainage, sewerage design, Electrical layout & design, power backup, electronic, communication systems and design, Heating, ventilation and air conditioning design (HVAC), DG and other mechanical systems like lift for service & passenger, etc, Fire detection, Fire protection, sensor, emergency exit, Staircase, Public addressing and Security systems, Rain water harvesting, Non conventional energy like solar energy etc for day to day requirement & Terrace design. Landscape Architecture for the frontage and surroundings of the office building as detailed below. Site planning, Landform and grading, Surface drainage design and water management, Irrigation design, Open space design - hard and soft areas, Planting design, Landscape structures and features, Garden Furniture design, Illumination design, Graphic design and signage etc.,		LUMPSUM (A)	“QUOTED”

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Amount Rs. P.
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Interior Architecture of the office building as detailed below:

Site evaluation and assessment, Interior design, space planning / development & volumetric study, Architectural additions and alterations, Design of fixed items of work, loose furniture & interior related civil works, Illumination design, Sound and acoustic design, data centre requirement, Graphic design and signage, Indoor plants cape, Selection of materials, equipment and other interior related elements, Integration of all Engineering services, Periodic inspection and evaluation of works at site, Architectural Conservation, Graphic Design and Signage, care shall be given for the requirement of Physically challenged persons etc.,

Preparation of model based on the final approved drawing of the building.

ALLIED INFRASTRUCTURE:

Providing architectural / Engineering consultancy services for all other infrastructures within plot such as filtered water supply distribution & reuse, underground sump for corporation water including fire fighting requirement & sewage, OHT, storm water drain, sewage treatment plant, security room, vehicle parking shed, peripheral details, outdoor substation building, rain water harvesting, Gates at main entrance, internal road, elevation scheme in general etc., as per the scope of activities detailed below.

Providing all design calculations along with drawings vetted by IIT/SERC/NIT/ Anna University and assist for getting commencement certificate, NOC's, intermediate inspection certificate & final NOC's, completion certificate and occupancy certificate from CMDA. Also, assist to get Green building Four star rating certificate from Indian Green building Council.

Cost includes all site visits, preparation of quality control procedure & General supervision of works.

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Amount Rs. P.
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Taking instructions from the department, preparation of Bill of quantities for individual items with rates and submission of overall schemes on the above for BHEL's approval including technical specification for the special items involved in the work.

(2)	12	Same as above - Monthly LUMPSUM Rate for extended period of contract beyond the initial 24 months due to no reason of Architect / Consultant (Rate applicable for one year)			
			TOTAL (A+B)		
				“QUOTED”	
				Month	(B)
				
				

(RUPEES **“QUOTED”** ONLY)

NOTE:-

1. The work will be awarded to the lowest bidder (L1).
2. Service Tax will be extra as applicable for this contract. Service Tax paid by the contractor with respect to this work will be reimbursed by BHEL on production of documentary evidence for having paid the service tax.
3. Income tax shall be deducted (TDS) as per the Income tax rules prevailing.
4. The period of contract is Twenty Four months. The contractor is required to plan accordingly and complete the work in time.