

Bharat Heavy Electricals Limited

Industrial Valves Plant

433, Industrial Complex

Goindwal Sahib– 143422

Distt. Tarn-Taran (Punjab)

Department of Civil Engineering

PART 1// TECHNICAL BID

Name of work	Laying of Drainage Pipe lines and Kerb Stones along the roads in factory premises of BHEL Goindwal Sahib, Punjab
Estimated Value of Work	Rs. 2067274.00 (refer DSR 2012)
Tender Notice No.	14/12-13
Time of completion	03 (Three) Months from the date of receipt of LOI
LD penalty	Yes 1% per week
EMD	Rs 60,000.00; - (To be deposited in the form of demand Draft only Drawn in Favor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL) * Exempted to Micro and Small Enterprises (MSEs)
Tender Document Cost	Rs. 500.00 ; - (To be deposited in the form of demand Draft /Cash only Drawn in Favor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL) * Exempted to Micro and Small Enterprises (MSEs)

IMPORTANT DATES

Issue of Tender	From 22.03.2013 to 13:00 Hrs of 13.04.2013
Last date of Submission of tender	14:00 Hrs of 13.04.2013
Date of opening of part 1 /technical bid	15:00 Hrs of 13.04.2013

Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal – 143422 (Punjab)
Department of Civil Engineering

CONTENTS

❖ TABLE 1 (to be filled by tenderer)	page no. 5-7
❖ FORMAT FOR UNDERTAKING (to be given by tenderer)	page no. 8
❖ TABLE 2 (check list to be filled by tenderer)	page no. 9-10
❖ TENDER NOTICE	page no. 11-19
❖ SPECIAL CONDITIONS OF CONTRACT	page no. 20-23
❖ INSTRUCTION TO TENDERERS	page no. 24-25
❖ GENERAL CONDITIONS OF CONTRACT	page no. 26-60
❖ ANNEXURE I, II, III, IV, V	page no. 61-68

BHARAT HEAVY ELECTRICALS LIMITED
Industrial Valves Plant
GOINDWAL – 143422
DEPARTMENT OF CIVIL ENGINEERING

BHE: IVP: CIVIL: TENDER/2012-13/14

To,
The Tenderer

Dear Sirs,

Sub:

Ref: 1. Tender Notice No. 14/2012-13

Please find enclosed / attached non-transferable tender documents containing I) Technical Bid (68 pages) consisting of Tender Notice , Instructions to tenderers, Special and General conditions of contract, Annexures to be filled by tenderers ii) Price bid (12 pages) consisting of Schedules A,B,C,D&E which includes Bill of Quantities to offer your most competitive rate,
It is requested to submit your bid documents in three separate sealed cover / envelopes as described below

1)EMD Envelope: EMD envelope shall contain requisite **EMD of Value Rs. 60,000/-** in the form of DD only. Tenderers who had already remitted one time EMD should furnish the details of cash receipt No.....and date.....or Draft No.... and Date....., on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the Techno commercial bid & price bid shall not be considered.

In case of tender documents are downloaded from website, tender shall accompany the **tender cost of Rs.500/-** in the form of Demand Draft (separate) in addition to the EMD amount .**All Demand Draft shall be drawn in favor of BHARAT HEAVY ELECTRICALS LIMITED , payable at GOINDWAL SAHIB . In the case of non-submission of Cost of tender document and EMD, Technical bid will not be opened.**

Note- Micro and Small Enterprises (MSEs) are exempted from paying of EMD and Tender document Cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". They will have to submit registration certificate along with their tender.

2) TECHNOCOMMERCIAL BID ENVELOPE: This envelope shall contain duly filled in Technical bid documents signed along with Stamp 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 Envelope: This shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items in the SCHEDULE "A" Bill of Quantities of Price Bid.

You are required to go through all conditions and scopes of works stipulated in this tender document and visit the site of work. You should fill all detail in table 1 on page 5 of part 1 and undertaking on your letter head as per format on page 8 of part1, No deviation certificates etc as given in Annexure I to V of part1 and Fill the status in Checklist given on page 9-10 of part 1. Attach all credential documents in support of information given by you.

All Above three envelope shall be placed in One big envelope and shall be Sent and submit in sealed conditions to the office of undersigned or Drop in the tender Box placed in the Shop Annexe Block/Building on or before **13/04/2013** upto 14:00 hrs. Reference of Tender Notice No. , Name of Work and Address of the bidder shall be clearly written on top of the each envelope.

The Technical Bid will be opened on the same day at 15.00 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/Conducting RA shall be intimated only to those bidders who have qualified after evaluation of the qualification bid/Technical Bid.

You / your authorized representative may participate in the tender opening. Clarification if any, can be obtained contacting following phone No. 01859-224656, 224653, 224621, 224602.

Kindly acknowledge the receipt of the entire set of tender document. Thanking you,

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

ENGINEER / CIVIL

Issued To,

Name Sh./M/S

Address.....

Date.....

TABLE 1

(introductory information of tenderer to be filled in by them : it is mandatory to give all detail)

<u>S/n</u>	<u>Information</u>	<u>Content of Information</u>
<u>1</u>	Name of Tenderer /Contractor (name of firm/company/individual)	
<u>2</u>	Address with Phone Number , Fax Number of Registered Office of Tenderer/Contractor (Firm/Company/Individual)	
<u>3</u>	Address with Phone Number , Fax Number of Head Office of Tenderer/Contractor (Firm/Company/Individual)	
<u>4</u>	Address of correspondence regarding this Tender/contract work with Phone Number , Fax Number	
<u>5</u>	Type of Constituent (Government of India Undertaking/State Government undertaking / Public ltd company /Private ltd company /Cooperative society/ Partnership firm/ Sole proprietor	
<u>6</u>	Name of Directors/ Partners/Owners/Proprietors of the constitution of tenderer company/firm etc write the position of them in bracket along with their name. <u>and attach separate sheet if more space is required.</u>	
<u>7</u>	Name of the Person signing on this tender document	

<u>7.1</u>	Designation /position of above Person in the Company/Firm of tenderer/Contractor	
<u>7.2</u>	Nationality of the person	
<u>7.3</u>	Contact detail of the person	
<u>7.4</u>	Email	
<u>7.5</u>	Phone number	
<u>7.6</u>	Fax number	
<u>7.7</u>	Mobile number	
<u>8</u>	Date of Establishment/Incorporation of the Constitution /Company/Firm of tenderer	
<u>9</u>	Duration of Business in number of years	
<u>10</u>	Registration /Enlistment No. in any other government department or PSU or BHEL unit if any available	
<u>10.1</u>	Name of Department/ PSU/BHEL unit	Registration number, Date of validity and Money Limit
11	Whether TENDERER has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)	
12	Whether TENDERER is a potential sick Company (If 'YES' enclose details)	
13	Whether Tenderer himself or Any Director/Partner/of their Constitution /Company/Firm is a:	
(a)	Dismissed Government Servant	
(b)	Having business banned/suspended by any government in the past	
(c)	Convicted by a court of law	
(d)	Retired Engineer / Official from Engineering Departments of Govt. of India within last two years	
(e)	Director or partner of any other company/ firm enlisted with BHEL or any other department	

(f)	Member of Parliament or any State Legislative Assembly If answer to any of the above is „Yes”, furnish details on a separate sheet	
<u>14</u>	Whether Tenderer is registered as Micro or Small enterprises as per the provisions of MSMED ACT 2006	
<u>15</u>	INCOME TAX PAN NUMBER	
<u>16</u>	SERVICE TAX REGISTRATION NUMBER if available	
<u>17</u>	VAT/CST/TIN No. if available	
<u>18</u>	Organization Strength of tenderer in Numbers duly supported by organization chart :	
<u>19</u>	List of key Persons on rolls of the tenderer company/firm etc	
<u>19.1</u>	Resident Managers/Resident Engineers	
<u>19.2</u>	Site Engineers (Erection & Commissioning or Civil construction)	
<u>19.3</u>	Site Engineers (Quality)	
<u>19.4</u>	Site Safety Co-coordinators	
<u>19.5</u>	Site Supervisors/Site Coordinators/Planner	
<u>19.6</u>	Site Foreman	
<u>19.7 a</u>	Skilled Workmen	
<u>19.7 b</u>	Others (Non skilled Labour)	
<u>20.1</u>	Whether the Tenderer/ Contractor is Covered under Employee State Insurance Act 1948.	
<u>20.2</u>	ESI CODE (if covered under the Act)	
<u>21.1</u>	Whether the Tenderer/ Contractor is Covered under Employees“ Provident Funds & Miscellaneous Provision ACT 1952	
<u>21.2</u>	EPF CODE NUMBER (if covered under the Act)	

I/We certify that the information given above (for all S/n 1 to 21.2) 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.

TENDER NOTICE NO... 14/12-13

UNDERTAKING TO BE GIVEN ON LETTER PAD OF TENDERER /CONTRACTOR

To

The Sr. Deputy General Manager/Civil

Bharat Heavy Electricals Limited

IVP

Goindwal-Punjab

I / We hereby offer to carry out the Laying of Drainage Pipe lines and Kerb Stones along the roads in factory premises of BHEL Goindwal Sahib, Punjab.

I / We hereby carefully perused the following connected with the above noted work and agree to abide by the same.

1. Documents describing the Specifications (General & Particular)
2. Drawings/Site conditions as visited by us
3. Schedule 'A', 'B', 'C', 'D', 'E' enclosed in Part2 /Price bid
4. Bill of Quantities
5. Documents describing the General Conditions of Contract.
6. Special Conditions of Contract, Tender Notice and Instructions to Tenderers attached hereto.

I / We agree to deposit such sum which shall make up 50% of the fully Security Deposit for this work as provided for under clause 16 & 57 of General conditions of Contract of the BHARAT HEAVY ELECTRICALS LIMITED.

I / We further agree to execute all the work referred to in the said documents upon the terms & conditions contained or referred therein and as detailed in Schedule 'A', 'B', 'C', 'D' & 'E' and Bill of Quantities annexure thereto and to carry out such deviations as may be ordered, vide clause 6 of the General Conditions of Contract up to a maximum of 20% of the tendered amount.

I / We further agree to abide with Conditions of Contract for PERFORMANCE, COMPLETION SCHEDULE, PAYMENT & VALUATION, and LABOUR LAWS & SAFETY PROVISIONS.

I / We further agree to refer all disputes, as required by condition 58 of the General conditions of Contract to the sole arbitration of an Officer, to be appointed by the General Manager, B.H.E Ltd., in his sole discretion whose decision shall be final and binding.

Signature of the Tenderer

Date :

TABLE 2// CHECK LIST**(MANDATORY TO WRITE “EITHER YES OR NO OR NA” BY TENDERER)**

S/n	DESCRIPTION	Write STATUS (YES or NO or NA)
1	Studied the all pages of tender documents attached therein viz Tender Notice, Special conditions of Contract , Instructions to tenderer and General Conditions of Contract (uploaded on websites along with tender) and have understand the requirements and conditions all.	
2	DD of Rs 500.00 in favor of BHARAT HEAVYELECTRICALS LTD. payable at Goindwal ,against tender document cost is enclosed	
3	DD of Rs 60,000 in favor of BHARAT HEAVY ELECTRICALS LTD. payable at Goindwal , against EMD is enclosed.	
4	Self-attested Copy of work completion certificates along With work orders to prove the work experience against qualification norms is submitted along with tender.	
5	Self-attested Copy of PAN is enclosed to prove the qualification as per clause 16 b of tender notice.	
6	Certified Copy of Balance sheets and /or ITR of previous three Fy. Years 2009-10, 2010-11, 2011-12 are enclosed to prove the average annual turnover against qualification norms as per clause 16 C of tender Notice.	
7	Memorandum and articles of associations enclosed in case of Public Ltd/ Private Ltd constitution is enclosed (write NA if not applicable)	
8	Partnership Deed is enclosed in case of partnership firm (write NA if not applicable)	
9	Copy of professional Tax registration/ Municipal Tax registration or any other credential registration number is enclosed in case of individual /sole proprietor (write NA if not applicable)	
10	Valid Certificate of Registration/ Enlistment in any other government department/PSU/BHEL unit is enclosed , if available	
11	Relevant copy of certificates has been enclosed (in case of ESI/PF code available with Tenderer).	
12	Self-attested Copy of VAT/CST/TIN/ SERVICE TAX Registration is enclosed as applicable.	
13	All Introductory information has been given by Tenderer in the Table given on page 5 to 7.	
14	Undertaking has been given on letterhead of tenderer in format given	

	on page 8 and is enclosed herewith.	
15	NO DEVIATION CERTIFICATE has been prepared on Letter head of Tenderer as per Content given in Annexure I and is enclosed herewith.	
16	Tenderer has written Quoted in the space provided along with detail of service tax percentage in un priced bid Annexure III. (No financial information shall be given on any page of technical bid).	
17	All Certificates has been given at the end of Annexure IV and tenderer has put the signature therein.	
18	EFT format has been filled in as given in Annexure V and banker's certification has been given and is enclosed herewith.	
19	All pages of this Technical bid has been signed and stamped by tenderer.	
20	POWER OF ATTORNEY FOR signing and executing this particular contract has been enclosed if signatory authorized to sign on this tender document is different from the owner of the constituent of the tenderer.	
21	Rates have been filled in PRICE BID schedule 'A'. All pages of price bid has been signed and stamped by tenderer.	
22	Price bid has been placed in a separate sealed envelope.	

TENDER NOTICE

A GENERAL

1. SEALED TENDERS for the above noted work are hereby invited from contractors having required experience in work of similar nature and having financial capacity. Tenders are to be SUBMITTED to the office of Sr.DGM/ HR, MM & Civil, Bharat Heavy Electricals Limited, IVP- Goindwal. These tenders will be opened on the due date of tender opening at the Office of the Sr. DGM/ HR, MM & Civil, Bharat Heavy Electricals Limited, IVP, 433- INDUSTRIAL COMPLEX, Goindwal-143422, Distt. TARN TARAN, Punjab. TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day before due dates.
2. TENDERS must be submitted in a sealed covers as described on Page no. 3-4 and should be addressed to the Sr. DGM/ HR, MM & CIVIL, BHEL IVP - Goindwal with full name and address of the tenderer and the name of work being noted on the cover.
3. THE TENDERERS also CALLED here as CONTRACTORS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and stamp on each and every page of Tender Documents including the drawings attach there to before submitting their tender.
4. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
5. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
6. Conditional and Un witnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
7. Tenders not submitted on the prescribed form are liable to be rejected
8. The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
9. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
10. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

B SCOPE OF WORK AND SPECIFICATIONS FOR MATERIAL & WORKMANSHIP

11. Providing and laying of NP2 drainage pipes, SWD manholes, road gully chamber and Kerbstones along the road side in factory area of BHEL to facilitate storm water drainage and to protect the roads.
12. The work shall be carried out as per Specifications of BOQ, drawings released from time to time, and Civil Engineering Department Work & Safety procedure, specifications of standard code of practice and as per the instructions of Engineer-in-charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual Volume I & II edition 2009 and latest specifications of “Ministry of Road Transportation and Highways” and Indian Standards.
13. These specifications are available on websites and they may be had from Engineer- in charge. The work completed by contractor is liable to be tested as per IS/MORTH specification for the Quality.
14. All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer-in-charge if required at site and in accordance with the approved method of BIS. The contractor shall afford all such facilities as the Engineer-in-charge may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer-in-charge.
15. All the materials to be used in the work shall confirm to respective CPWD, IS, ASTM, MORTH and National Buildings Organization Standard Specifications as applicable or as described in BOQ exclusively. They shall be got approved by the Engineer – in – charge before actual incorporation in the work

C QUALIFICATION NORMS & EVALUATION OF TECHNICAL BID

16. A Contractor/Tenderer shall be considered qualified for this work when he meets following eligibility Criteria/Norms.
 - a) During last seven financial years (from 01/03/2006 to 31/02/2013 should have successfully completed works either
 - Three similar works each of value not less than 40% of estimated value of work put to tender. (or)
 - Two similar works each of value not less than 50% of estimated value of work put to tender (or)
 - One similar work of value not less than 80% of estimated value of work put to tender.
 - b) HAVING A VALID PAN number.
 - c) Average annual turnover in the last 3 financial years (2009-10,2010-11,2011-12) shall be at least 30 % of estimated value of work put to the tender which should be supported by Certified copy of Balance sheet, P& L accounts , IT returns .

NOTE:

- Only those bidders will be considered for Part 2/ Price bid /RA who are qualified as per norms mentioned above in Cl 16. **If the tenderer does not submit the documents to prove the qualifications matching with the above eligibility Criteria/ Norms then his/her bid shall be rejected.**
- Tenderers are requested to read these norms carefully and submit the required credential documents in support of information given by them against these norms so that their qualification may be checked.
- The works executed in the own name of the tenderer only will be considered for eligibility criteria. (Copy of satisfactory completion certificate of similar work or copy of work order along with final bill payment certificate given by Clients shall be attached. / (Copy of acceptance letter/ agreement/ work progress certificate shall not be accepted). Certificate from client in support of work experience may also be given as per the Format given in Annexure II.
- **Similar Nature work means miscellaneous works of Water Supply and Sanitation works, Drainage works; Rcc or Brick works and Bituminous or Concrete road works.** Other works like Horticulture, building maintenance, painting and finishing, Interior design (wooden floor, curtains, blinds, wall paper finishing and other decorative installation etc), Sewage and cleaning works etc. shall not be considered in category of similar work. Dissimilar / irrelevant works will not be considered for eligibility criteria.
- Documentary evidences (Xerox copies - attested) for turnover, works experience PAN, TIN, Service TAX, all as indicated & required in the tender document should be furnished without which it will not be taken into account.

D OFFER OF BANNED / BLACKLIST FIRMS

17. The offers of the Bidders who are on the banned list as also the offers of the bidders who engage the service of banned firms shall be rejected; the list of banned firms is available on BHEL website www.bhel.com
18. 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 finalization 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.

E QUOTATION / RATES OFFERED, VALIDITY OF OFFER AND AWARD OF WORK

19. Tenderer has to quote their competitive rates in Schedule A of price bid which shall be placed in separate sealed envelope. No financial information shall be given in technical bid.
20. The quotation shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which are made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.
21. BHEL reserves its right for carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed to the bidders whose techno commercial offer has been accepted.
22. The rate quoted should be in figures as well as in words with reference to each item and for all the items shown in the attached 'schedule A' of price bid. These rates shall be for the finished work on site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers.
23. Discrepancy in the rate and amount quoted will be corrected by following procedure:
- If, in the price structure quoted for the required services & works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.
24. Tenderer shall quote competitive rates only. NO discount or rebate or accession or addition in Rates or Gross value of work quoted in schedule 'A' of price bid shall be considered. If tenderer also mention for any discount or rebate or accession or addition on their basic rates quoted by him/her than it shall be summarily rejected and evaluation of his /her price bid for arriving L1 cost shall be done by considering basic rates only.
25. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

26. The item rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, duties, octroi, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. However if the service tax is applicable for this contract it will be extra to the rates quoted.
27. Rate quoted shall be excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax as applicable and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. The service tax as applicable for this contract shall be mentioned specifically by Tenderer in Price bid and Technical Bid.
28. The Service Tax will be reimbursed to contractor on production of valid document / proof for having paid service tax by them only.
29. Please note that BHEL will not be responsible for any contravention of service Tax rules by Tenderer/Contractor or delay in deposition of service tax or calculation of service tax by Them and will not bear responsibility for any penalty or interest applied by concerned authority for such contravention or delayed deposition or non-deposition or wrong deposition of service tax by Contractor/Tenderer. Cost of free issue material consumed in the work will be given to Contractor on his request.
30. The tenderers are advised to go through the conditions stipulated in Tender document, code of conduct for Health and Safety of Contract Laborer and Labor laws in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
31. Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of part 1 of tender.
32. After award of Work on L1 accepted rates, the Price quoted by tenderer shall remain fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.
33. QUANTITIES shown in the attached schedule are only approximate and are liable to variation upto any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent)
34. Work shall be awarded to L1 tenderer on rates quoted by L1 Tenderer. BHEL reserves the right to negotiate if need be, with the "L1" tenderer only. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders. In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value

35. In case more than one Tenderer quote equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under any circumstance, revised rate should not be more than the original quoted rate.
36. 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.
37. **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.
- For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 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. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. 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.
- 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.
- Reverse auction will be conducted on scheduled date & time. At the end of Reverse Auction event, the lowest bidder value will be known on the network. 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.
- 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.
- 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

- BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction

38. EARNEST MONEY DEPOSIT

- Every tender must be accompanied with EMD for the amount as specified in Page No. I. This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract.
- If after opening, tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- EMD shall be deposited in the form of demand draft in favor of BHARAT HEAVY ELECTRICALS LTD, payable at Goindwal only.
- EMD shall not carry any interest.
- Note- Micro and Small Enterprises (MSEs) are exempted from paying of EMD and Tender document Cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". They will have to submit registration certificate along with their tender.

39. SECURITY DEPOSIT.

- Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:
 - Contract Value of the Work Up to Rs. 10 Lakhs: SD shall be 10% of Contract Value
 - Above Rs. 10 Lakhs upto Rs. 50 Lakhs: 1 Lakhs + 7.5% of the amount exceeding Rs. 10 Lakhs
 - Above Rs. 50 Lakhs: Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

- The security Deposit should be submitted before start of the work by the contractor. and may be furnished in any one of the following forms
 - Cash (as permissible under the Income Tax Act)
 - Pay Order, Demand Draft in favor of BHARAT HEAVY ELECTRICALS LTD. Payable at Goindwal Sahib.
 - Local cheques of scheduled banks, subject to realization.
 - 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 the favor of BHEL and discharged on the back).
 - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 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.
- 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.
- The security deposit shall not carry any interest.
- Acceptance of Security Deposit through NSC, KVP, FDR as mentioned above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 39 above within Seven days of the date of the order directing him to do so acceptance of his tender may be withdrawn and contractor may be debarred from tendering for the works in future .

F PERIOD OF COMPLETION AND LIQUIDITY DAMAGE

40. Time is the essence of the contract. Being a time bound work in nature; the contractor should make all efforts to complete the work within the stipulated period of Three (03) MONTHS from the date of receipt of LOI.
41. LD penalty will be imposed on the contractor if delay in completion of work is on the part of contractor. LD of value of **1 %** of Contract Value as mentioned in LOI for every week will be levied subject to a maximum of 10 % of contract value. Detail is given in Clause 41 of general conditions of Contract.
42. Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.

G FORCE MEASURE CLAUSE

43. 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 nonperformance 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.

H CORRESPONDENCE

44. 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.
45. 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.

I DISPUTE

46. In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Goindwal shall be final and binding on the tenderer / contractor. Clause 58 of General Conditions of Contract shall be valid for Arbitration if any.

SPECIAL CONDITIONS OF CONTRACT

1. The contract to be entered into with the successful tenderer will also be governed by the BHEL revised General Conditions of Contract in force. Only an indivisible contract shall be executed including supply, construction and handing over. No other form of contract shall be entertained.
2. The work must be completed within a period as mentioned in Page No.1. and Clause no 40 of tender Notice .In case of non-completion of work within stipulated time, Compensation for delay of the work will be paid by Contractor in form of LD as per Clause no. 41 of Chapter III of General condition of Contract, if delay is on part of contractor.
3. No compensation for any damages caused to the earthwork by rains, floods or any other natural calamities shall be paid to the contractor. The contractor shall have make good all such damages at his own cost as per direction of Engineer-in-charge.
4. The contractor shall strictly adhere to various labor laws in force. The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules & Acts. Any amount payable by BHEL on account of these requirements shall be recovered from contractor's bills / deposits.
5. In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
6. No advance for mobilization will be given.
7. The CONTRACTOR shall submit the general approach and methodology proposed for carrying out the items covered in the Scope of work, including such detailed information as deemed relevant. Apart from the above, contractor shall provide details and number of equipment's to be mobilized to complete work as per specifications, in stipulated time schedule. Detailed overall work programme and a bar chart indicating the duration and timing of all major activities showing the desired milestones.
8. On the written request from the contractor Water, Electrical Energy and Compressed air alone if required for the work may be provided by this organization at only one point at the site of the work.
9. In case of failure of water supply/electrical energy and Compressed air, the Contractor will have to make his own arrangements for water, Electrical Energy and Compressed air without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water/electricity/compressed air otherwise; their supply is liable to be stopped at contractor's risk and cost.
10. All the materials to be used in the work shall confirm to respective BIS Standard Specifications as applicable or as described in BOQ exclusively. They shall be got approved by the Engineer – in – charge before actual incorporation in the work.
11. The contractor should use only the materials of quality approved by BHEL. Contractor will have to submit test certificate for quality of product and its material bought by the contractor for use at this site when BHEL Engineers asked him to do so.

12. A register on prescribed proforma showing test results of materials and work tests will be maintained at the site of work by the department and every entry thereof, shall invariably be signed by the contractor or his authorized representatives in token of its correctness.
13. All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer-in-charge in accordance with the approved method. The contractor shall afford all such facilities as the Engineer-in-charge may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer-in-charge and the cost of testing charges will be borne by the agency.
14. Contractor's materials and tools & plants shall be brought inside factory with proper invoice / voucher and make necessary entry at the security gate. They should maintain proper record for tools and plats, materials, etc., brought inside the factory complex.
15. The Sr. Deputy General Manager / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The contractor shall give due notice in writing to the Inspecting Engineer of BHEL when the materials supplied to be incorporated in the work are ready for Inspection and test. No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him.
16. The Contractor shall deploy sufficient number of plants & equipment's required for carrying out the work within the stipulated time period Name of T&P, Inspection and measuring devices.
17. The contractor has to deploy sufficient number of Lorries to collect & transport the construction materials debris generated, etc. at site. Otherwise BHEL would clear the debris at the contractor's risk and cost.
18. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for under the "BHEL Safety Code attached here with as Annexure to General Conditions of Contract.
19. All safety measures are to be followed during execution of work. Necessary life lines barricading etc. (if required) are to be provided with prior permission from safety department.
20. The Contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer-in-charge if any discrepancies, omissions in the drawings before undertaking the actual work pertaining thereto.
21. The contractor has to plan and work for the areas on priority and availability on mutual agreement with execution.
22. No night work will be permitted without the written permission of the Engineer -in-charge.
23. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill. The final acceptance of work in all items is subject to proper behavior after testing regardless of whether the items are paid for or not.

24. The contractor should extend fullest co-operation with the third party agencies engaged if any by BHEL to adhere the Quality Control Procedures ensuring quality.
25. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas enabling them to execute their portions of work without any delay or difficulty.
26. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric movement system.
27. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.
28. The contractor should establish his own site office, labour colony, handling facility, storage facility etc., for which vacant land will be allotted on specific request to the contractor if it is available with BHEL for which the rent will not be collected.
29. Permission for erection of temporary work sheds etc., at site will have to be obtained from BHEL in writing in advance. All debris and surplus materials generated during the execution of work shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
30. The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works as indicated below:
- | | | |
|--------------------------------------|---|-------|
| Site in-charge/Planning co-ordinator | - | 1 No. |
| Site Foreman | - | 1 No. |
31. An Engineer to look after Quality and one Safety Engineer will be available at site to look after safe working.
32. The tenderer has to deploy an adequate skilled labour of required categories so as to execute the works simultaneously in all areas of work to complete it within stipulated time.
33. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory Complex.
34. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
35. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
36. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this organization as per relevant clauses of the General Conditions of Contract Clause no 50 of chapter IV
37. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

38. The contractor should maintain proper accounts for materials if any supplied by this organization and these should be available at the site of work for verification and check by the Officials of this Organization at any time.
39. Payment to the contractor will be done by Electronic fund transfer Mode. Contractor will have to furnish necessary detail before receive the payment by this mode. Necessary deductions shall be done like TDS, WCT Tax etc at the standard rates applicable as per statutory Laws. The measurement of Work shall be done as per clause 49// chapter IV of General Conditions of Contract.
40. Materials to be issued by BHEL to the contractor for this work are enlisted in Schedule "B" of price Bid. For the execution of this work BHEL will not issue any material except those mentioned in schedule B of price bid.
41. In case the work done by contractor or material brought by contractor on site of work for use is not up to the desired standard or quality than Engineer in charge shall have right to reject whole or part of work completed so far and no payment shall be done for such poor work.
42. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
43. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event
44. **The Contractor shall do the routine maintenance for defect free condition during the entire maintenance period, which begins at Completion and ends after Six Months.**
45. The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report
46. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice
47. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected and may get it corrected elsewhere and suitable recovery will be done from the Contractors SD/Bills
48. BHEL shall be entitled to terminate the contract/pending Work Orders at any stage and to get the work done elsewhere at the risk and cost of the Contractor, either the whole of the work or any part thereof which the Contractor has failed to complete or deliver within the time stipulated as aforesaid. Contractor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.
49. The court of the place from where the LOI is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the LOI.

INSTRUCTIONS TO TENDERERS

1. The tender is open to all. The Contractors who are not enlisted with BHEL approved list of Contractor can be get registered /enlisted with BHEL Goindwal simultaneously with participation for this tender bid. They should submit completely filled form of contractor's registration available on BHEL website www.bhel.com along with necessary credential documents in support of information filled by contractor in this form.
2. The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt or delay in the receipt of the tender documents by the tenderer. Tender Documents can also be downloaded from www.bhel.com/tender.php
3. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, shall have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seigniorage, tools etc.
4. The works contract to be entered in to with the Contractor will be governed by the Condition of Contract mentioned elsewhere in this document along with tender notice and BHEL General Conditions of contract in force.
5. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
6. Tenders submitted by post should be sent “Registered Post with Acknowledgement due/Courier/Speed Post”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and times of opening are liable to be rejected.
7. The Contractor's responsibility under this shall commence from the date of receipt of the contract order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
8. If tenderer expires after the submission of his tender or after the acceptance of his tender, the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.

9. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
10. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat Heavy Electricals Limited, reserves the right to reject such tender at any stage.
11. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
12. The expenses for competing and stamping the agreement shall be paid by the Contractor.
13. The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Central Public works BHEL's Standard Specifications or in other specifications approved by the Bharat Heavy Electricals Limited, Shall apply.
14. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractor who resort to canvassing will be liable to rejection.
15. NO DEVIATION CERTIFICATE is to be submitted by each tenderer as per Annexure I and any deviation from conditions of contract required by tenderer should exclusively mentioned therein otherwise they will be considered as null and void.

"GENERAL CONDITIONS OF CONTRACT"

CHAPTER 1// DEFINITIONS

1. 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“, etc of Price Bid 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 general and special specification of work during the progress of work.

However, for any additional copies of the agreement or drawings or specifications required by the Contractor the same will be supplied on payment at the specified cost.

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

The full amount of provisional lumpsums and the value annexed to each 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.

The Contractor shall make no addition or deduction to the amount of the provisional lump sums 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 by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-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 Notice 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 Notices or the Work Order for the completion of the individual items there of and/the contract or order as a whole. 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 Notices or Order It shall indicate the forecast

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 Notices 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 Notices 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 given 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 there of 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.

14 (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 there for 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 Security Deposit

16.1 Security Deposit Shall 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 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.

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 Engineering“ from a recognized University/on any work with a Contract value exceeding rupees two lakhs, and having at least a Diploma in civil Engineering from a recognised college, on work with a contract value exceeding Rs. 50,000/- but not exceeding rupees two lakhs.

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 in condition (9) above.

Orders given to the Contractors 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.

20 LABOUR

The Contractor shall employ laborer 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 Eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the 1st 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-fulfillment 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.

21 WATER

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.

Water will be supplied from the BHEL supply system, or other sources at one point fixed by the Engineer-in-charge on the site of work at free of cost. The Contractor shall make necessary arrangement for lifting pumping, carrying or conveying the water as required at his own cost.

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, siting 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 Special conditions of Contract.

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-incorporation 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 or 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 byelaws 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 set out 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 Lumpsum 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 anyway 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) whosoever 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. Completion period (as originally-stipulated) -- at 1 percent per week. Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- at ½ percent per week Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as originally-stipulated) -- at¼ percent per week 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. | Completion period (as originally-stipulated) | -- | 10 percent. |
| | Not exceeding 6 months. | | |
| b. | Completion period (as originally-stipulated) | -- | 7½ percent. |
| | Exceeding 6 months and not exceeding 2 years. | | |
| c. | Completion period (as original-stipulated) | -- | 5 percent. |

Exceeding 2 years

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 in force.

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:

If the Contractor,

- a) 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 there after 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 conditions 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/Engineer or the same shall be recovered from the contractor by other means.

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 not with standing 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 Contractors 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 to be re-taken, provided that a net error is found by this remeasurement 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 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 which are not covered by his Contract Agreement in any of the following respects;

- a. Deviation from the items and Specifications provided in the contract documents.
- b. Extra Items/New Items of work
- c. Quantities in excess of those provided in the contract schedule.

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

Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specification, measurements shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard Institution or as per standard engineering practice.

50 Valuation of Deviations:

Rates for deviated items of work will be fixed as follows:-

For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractor's Schedule but is covered by B.H.E.L Schedule of rates the rate payable for such a fresh item will be derived from B.H.E.L Schedule by the method of proportion as follows:

- a. In the same proportion to rate in B.H.E.L Schedule of Rates as the tendered rate for the nearest analogous item of work in Contractor's schedule bears to rate for the particular analogous item of work in B.H.E.L Schedule of rates.
 - b. If a single appropriate analogous item of work is not available in both Schedule (Contractor's and B.H.E.L Schedule) then the method of proportion will be applied to the nearest analogous group of items available in both the Schedules referred to i.e. in the same proportion as the total tendered cost of that particular group of items (the sum of the products of the tendered rates and the quantities for which orders are placed bears to the total cost of the same items and quantities at the B.H.E.L Schedule of Rates.
 - c. If even an appropriate analogous group of items is not available in Contractor's Schedule and B.H.E.L Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the Schedules and for which orders have been placed on the contractor, i.e., in the same proportion as the total cost of all these items of work (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the B.H.E.L Schedule of Rates.
- II. If any work not covered by any of the foregoing is ordered on the Contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

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

In the case of the contracts for which the Engineer-in-charge is the Accepting Officer, all disputes regarding the settlement of rates of deviated or new items or work shall be referred to the Deputy Manager/Manager whose decision shall be final and conclusive as the case may be.

51 Reimbursement / Refund on Variation in Price, Materials:

If after submission of the tender and/or during the progress of the works, the price of any material (not being a material supplied from the B.H.E.L store in accordance with the Conditions of the Contract) is increased or decreased by an Act of Legislature (Central or State) and/or any notification there under or on account of new duties or levies such as octroi or on account of increase or decrease in such duties affecting the price of materials required for incorporation in the works and made from materials of which the price has increased or decreased as aforesaid and the Contractor has thereupon to pay in respect of such material or item a price which is higher or lower than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing/ decreasing of such duty, the B.H.E.L shall in case of increase in price or the duty reimbursed to the contractor and in case of decrease in price, the B.H.E.L shall be entitled to a refund of the reduction price or the reduction in duty. Provided, however no reimbursement or refund shall be made if the increase/decrease is not more than 10% of the said price, and if so, the reimbursement or refund shall be made only on the excess over 10% provided always that any such increase shall not be payable if, in the opinion of the Deputy General Manager/Manager (whose decision shall be final and conclusive) the increase is attributable to the delay in the execution of the contract within the control of the contractor or that any such increase has become operative after the contracted/or extended date of completion of the work or items of work in question.

The Contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorized representative of the B.H.E.L and further shall at the request of the Engineer-in-charge furnish for verification such other information of the Engineer-in-charge may require.

The Contractor shall within a reasonable time of his becoming, aware of any alteration in the prices of any such materials, give notice thereof in writing to the Engineer-in-charge stating that the rate is submitted in pursuance to this condition together with all information relating thereto which he may be in a position to supply.

52 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.

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the

work on furnishing a formal hypothecation deed. Payment of such advances, however, shall be purely at the discretion of the Deputy Manager/Senior Engineer provided always that payments shall not be made under these periodical certificates in respect of perishable materials like lime, cement, timber, sand, kankar, etc., Any sums/due from the Contractor on account of Tools and Plant, Stores or any other items provided by B.H.E.L shall be deducted from the respective advances, the Engineer-in-charge shall from time to time certify the sums payable to the contractor after retaining the reserves.

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.

53 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.

54 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). Necessary deductions shall be done like TDS, WCT tax etc at the standard rates applicable on time as per the rules, ragulations and ACTs of Governments. Payments can be done by electronic Fund Transfer Mode too.

55 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.

56 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.

57 Refund of Security Deposit:

50% of the Security Deposit mentioned in condition 16 above, may be refunded to the contractor in respect of all contracts on completion of work and after payment of finalbill and the balance 50% on expiry of the maintenance period, (described under clause 23) provided the contractor shall have rendered a "No-Demand" Certificate. In case of works where maintenance period is not involved 100% of the Security Deposit may be refunded after payment of final bill provided that the contractor shall have rendered a "No-Demand Certificate".

58 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 1st January 1976 or its amendments for arbitration shall be applicable.

1.0 B.H.E.L CONTRACTOR'S LABOUR REGULATIONS

(See condition 20 CHAPTER III OF GCC)

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 exceeding Rs. 500 per month.
- 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 neighborhood 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) Contractors 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 Number of hours which shall constitute a normal working day:

- i) 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 atleast 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 workmen 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 atleast 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 be 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.

2.0 TERMS AND CONDITIONS REGARDING COMPLIANCE WITH LABOUR LAWS

- 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 Punjab State Rules.
 - b) The Minimum Wages Act 1948 and the related Punjab state Rules.
 - c) The Payment of Wages Act 1936 and the related Punjab State Rules.
 - d) The Factories Act 1948 and the related Punjab State 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.

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

- 34 It shall be the responsibility of contractor to compliance with ESI/PF act .The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration Number / Enrol
- 35 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.
- 36 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 loses, claims, prosecutions under any law.
- 37 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.
- 38 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.

ANNEXURE I
NO DEVIATION CERTIFICATE
(TO BE GIVEN BY CONTRACTOR ON THEIR LETTER HEAD)

TO,

**BHARAT HEAVY ELECTRICALS LTD.
IVP- GOINDWAL
DEPARTMENT OF CIVIL ENGINEERING**

KIND ATTENTION: ACCEPTING OFFICER/ HEAD-CIVIL

REF: TENDER NOTICE NO: 14/12-13

SUBJECT: DEVIATIONS FROM TENDER TERMS & CONDITIONS.

DEAR SIRs,

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses mentioned in reference Tender notice, conditions of contract, except those mentioned below. (*Attaché separate sheet for more space or write nil in case of no deviations*)

(1).....

(2).....

(3).....

We hereby confirmed that We accepts all the conditions of this tender described in various clauses and if BHEL do not accept the conditions /deviations described by us in above para than my/our tender is liable to be rejected.

We hereby convey our unqualified acceptance to the terms and conditions with all the provision as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We have taken other references as enumerated in tenders, which are required to participate in bidding invited against reference tender notice.

We hereby confirm that we have not done any alteration /modification in any form and in any clause of this tender and we hereby confirm that if it is found so at any stage than our Tender /Bid can be rejected by BHEL.

We also confirm that in the event of observance of any deviation except those described above in any part of our offer later, the deviations shall stand null and void.

Thanking you,
Yours faithfully

ANNEXURE - II

CLIENT'S CERTIFICATE FOR CONTRACTOR

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 :
- 8.Final cost of the work completed :
9. Whether the Contractor employed qualified Engineer/Overseer during execution of work :
- 10.(i)Quality of workman ship- : Outstanding/ V.Good/ Good/ Poor
- (ii) Amount of work paid on reduced rate Basis, if any :
- 11.(i) Did the contractor go for arbitration ? :
- (ii) I f yes, amount of claim :
- (iii) Amount received :
12. Comments on the capabilities of the Contractor
- (a)Technical Proficiency :Outstanding/V.Good/Good/Poor
- (b)Financial Soundness :Outstanding/V.Good/Good/Poor
- (c)Creative Intelligence :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/stamp

ANNEXURE III

UN-PRICED BID TO BE FILLED BY TENDERER

Tenderer are required to fill in column no. 5 about quotation they have made in "Schedule A" of price bid. Tenderer shall not write their rates in this column. They shall write only "quoted or not quoted". It is required that tenderer quote for all items of work (s/n 1 to 10). They are required to read specifications of item carefully and shall be agreed with conditions stipulated in item of work.

L1 contractor shall be decided on the basis of cost to company for total amount of all items (1 to 10) including all taxes, service tax etc. If tenderer do not quote for any items or all items of work, their bid shall be rejected.

<u>S/N</u>	<u>Description of work</u>	<u>unit</u>	<u>qnty</u>	<u>quoted/ not quoted</u>
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m for all kinds of soil	Cum	223.00	
2	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 m including getting out the excavated soil, and then returning the soil as required, inlayers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m :			
2a	In All kinds of soil for RCC pipes of diameter size ranging from 80 mm to 300 mm			
2.1	up to depth 1.5 m	RM	400.00	
2.2	depth exceeding 1.5 m but not exceeding 3.0 m	RM	275.00	
2.3	depth exceeding 3.0 m but not exceeding 4.5 m	RM	25.00	
2 b	In All kinds of soil for RCC pipes of diameter size ranging Exceeding 300 mm but not exceeding 600 mm			
2.4	up to depth 1.5 m	RM	6.00	
2.5	depth exceeding 1.5 m but not exceeding 3.0 m	RM	12.00	
2.6	depth exceeding 3.0 m but not exceeding 4.5 m	RM	32.00	

3	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :			
3.1	150 mm dia. R.C.C. pipe	RM	700.00	
3.2	450 mm dia R.C.C. pipe	RM	20.00	
3.3	600 mm dia. R.C.C. pipe	RM	30.00	
4	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:2:4 mix (1 cement : 2coarse sand : 4 graded stone aggregate 20 mm nominal size),foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size), inside plastering 12mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement complete as per standard design With common burnt clay F.P.S. (non modular) bricks of class designation 7.5. Inside size 120x90 cm including C.I. cover with frame (medium duty) 500 mm internal diameter, total weight of cover and frame to be not less than 116 kg (weight of cover 58 kg and weight of frame 58 kg) :			
4.1	up to depth 0.9 m	Each	12.00	
4.2	depth exceeding 0.9 m but not exceeding 1.9 m	Each	14.00	
5	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement and making necessary channels for the drain etc. complete :			
5.1	For pipes 100 to 230 mm diameter	Each	34.00	
5.2	For pipes 350 to 450 mm diameter	Each	2.00	

6	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C horizontal grating with frame complete as per standard design: With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	34.00	
7	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	Cum	178.00	
8	Disposal of Surplus excavated soil by mechanical means including loading and unloading within 1 Km of site and as directed by Engineer incharge	Cum	45.00	
9	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	Cum	150.00	
10	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturer's specifications: Two or more coats applied on walls @ 1.25 ltr/10 sqm. over and including one coat of Special primer applied @ 0.75 ltr / 10sqm	Sqm	1000.00	

I / WE CONFIRM:

- 1) That in quoting our rates, I/we have account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 2) That The item rates offered in 'Schedule A' of price bid are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labor, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labor colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
- 3) That the Rates quoted in schedule A of price bid are excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax,

Sales Tax and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.

- 4) That the Service Tax is applied or not applied (Plz write in ink) on this contract work and if applied than rate of service tax shall be
.....
..... % of.....
- 5) That the service Tax Claimed by us will be extra to the rates quoted and the same will be reimbursed on production of valid document / proof for having paid service tax by us only.
- 6) The rates shall be valid for 3 months from the date of opening of Tender and if work is awarded on the rates quoted above or on negotiated rates then they shall remain firm during the execution of work. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

ANNEXURE IV

CERTIFICATE BY TENDERER

- **I/We**.....do hereby tender for Laying of Drainage Pipe lines and Kerb Stones along the roads in factory premises of BHEL Goindwal Sahib, Punjab of the under mentioned description and in accordance with the conditions noted in this tender documents in consideration of payment being made for the service provided by me/us as per my/our quotation given in the schedule 'A' of price bid of this tender enquiry.
- **I / We** hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read all conditions of the contract specified in this tender document and that I /We have made such examination of the work scope ,its specifications and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions .
- **I /We** enclose credential documents required to full fill qualification norms and to evaluate my/our technical bid.
- **I/We** certify that the information given above elsewhere in the tender documents submitted by me/us 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.
- **I/We** certify that we did not retire as an Engineer of Gazette rank or as any Gazette Officer employed on Engineering or Administrative duties in any Engineering BHEL 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.
- **I/We** certify that none of the partners/directors retire as an Engineer of Gazette rank or as any Gazette 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).
- **I/We** certify that I/We are not banned or blacklisted by any government in past or present. I/WE are also agree for rejection of our offer at any stage of finalization or after finalization as per Clause 17& 18 of tender notice if this information is found wrong .

SIGNATURE OF TENDERER ALONG WITH SEAL/STAMP

ANNEXURE V

**TO,
THE PURCHASE / CONTRACT EXECUTING AGENCY / BHEL
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

1	Name & Address of the Tenderer	
2	Details of Bank Account:	
3	VENDOR CODE assigned by BHEL	
4	NAME & ADDRESS OF THE BANK	
5	NAME OF THE BRANCH	
6	BRANCH CODE	
7	MICR CODE	
8	ACCOUNT NUMBER	
9	TYPE OF ACCOUNT CURRENT A/C / OD / CASH CREDIT	
10	BENEFICIE Y'S NAME	
11	IFSC CODE OF THE B ANCH	
12	EMAIL ID	
13	TELEPHONE/MOBILE NO.	

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above-mentioned Account are a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.

AUTHORIZED SIGNATORY WITH NAME & SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: _____
DATE : _____

(Manager / Officer's)
Signature Under Bank stamp and Name Seal
With Membership No.
Telephone / Mobile No.....