

TENDER

(TENDER No. CFP/CIVIL/CAP/2014-15/01)

Dated 22/08/14

**CONSTRUCTION OF BOUNDARY WALL,
SERVICE ROAD**

&

FAB. & EREC. OF WATCH TOWER

at BHEL, CFP, RUDRAPUR (U.K.)



**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
RUDRAPUR – 263153 (U.K.)**



CONTENTS

Part no.	Section	Page nos.
(I)	NOTICE INVITING TENDER(NIT)	3-4
(II)	BRIEF DESCRIPTION & SCOPE OF WORK	5
(III)	TECHNICAL SPECIFICATIONS	6-9
(IV)	BIDDER'S QUALIFYING CRITERIA	10
(V)	GENERAL CONDITIONS OF CONTRACT(GCC)	11-26
(VI)	SPECIAL CONDITIONS OF CONTRACT(SCC)	27-35
(VII)	ANNEXURES "A" TO "H"	36-53



(I)



BHARAT HEAVY ELECTRICALS LTD.
Component Fabrication Plant
RUDRAPUR-263153

Phone No.
Fax.
e-mail:

NOTICE INVITING TENDER(NIT)

Date : 22/08/14

From :
Manager(MNT/CIVIL)
BHEL, CFP
Rudrapur(U.K.) -263153

To : M/s _____

Dear Sir,

NAME OF WORK : CONSTRUCTION OF BOUNDARY WALL, SERVICE ROAD & FAB. & EREC. OF WATCH TOWER AT BHEL, CFP, RUDRAPUR (U.K.)

Sealed Tenders in two parts viz., (i) Techno-Commercial bid & (ii) Price Bid are invited for the work mentioned above from bidders (who fulfill the qualifying criteria) as mentioned below:

Nature of work	Time of completion	Estimated Value of the work	Earnest money deposit (in Rs)	Last date of issue of Tender date & time	Tender submission date & time	Tender opening (Part 1) date & time
CONSTRUCTION OF BOUNDARY WALL, SERVICE ROAD & Fab. & Erec. of WATCH TOWER	150 DAYS	100.41 lakh	Rs 2 lakh (2,00,000) To be accompanied with techno-comml. bid (Part 1)	23/09/2014- (12.00 pm)	23/09/2014- (2.00 pm)	23/09/2014- (3.00pm)

Cost of tender documents: **Rs.1000/-**

Name & Signature of Bidder

Page 3

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

Address for submission & opening of Tender:

If through courier;

Office of Manager(MNT/Civil)
BHEL, CFP,
Rudrapur-263153(UK)

If delivered in tender box;

Tender Box Provided At
New Administrative Building
M.M. Department,
BHEL- Rudrapur- 263153(UK)

The tender document can also be downloaded from our website **www.bhel.com**. Bidders downloading the tender document must enclose the cost of tender documents along-with the techno-commercial bid in form of DD(preferably from SBI) drawn in favour of "BHEL" payable at Rudrapur. Tender document can also be obtained in person by contacting the office of Manager(Civil/MNT) along-with request letter and tender cost. Offer is to be submitted in two parts as per cl. 3 of Special terms & conditions in sealed envelope duly superscribed as:

**"Tender for CONSTRUCTION OF BOUNDARY WALL,SERVICE ROAD & Fab. & Erec. of
WATCH TOWER at BHEL, CFP, RUDRAPUR (U.K.) etc. TENDER No.
CFP/CIVIL/CAP/2014-15/01 dated: dt: 22/08/14 "**

Any Errata / Addendum / Extension / corrigendum to this tender shall be published on BHEL web page(www.bhel.com) only. For such updates, Tenderes are advised to visit BHEL web page regularly.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read, understood & agreed to, and each page of the tender offer has been signed & stamped.

Signature of Authorized person(s) :
Name and designation of Authorized Person(s) :
Bidder(Name of organization) :

Name & Signature of Bidder

Page 4

CFP, RUDRAPUR



Seal

(II)

Brief Description

The work vide this tender is conceived to for CFP facilities through Construction of boundary wall, Erection & fabrication of Watch Tower, concrete work, laying of reinforcement, excavation of earth etc. at BHEL-CFP, Rudrapur works.

SCOPE OF WORK

The Scope of work shall be as follows:

1. Excavation of earth
2. Preparation of earth by rolling & laying of WBM as per requirement
3. Foundation work for boundary wall, watch tower and as per requirement.
4. Construction of boundary wall of precast slab.
5. Barbed & concertina wire fencing of BHEL boundary.
6. Construction of service road of concrete along with provision for expansion/construction joint.
7. Erection & fabrication of steel for watch tower.
8. Any other work required to complete the above said work w.r.t. applicable specification / drawings / methods/ quality requirements and suitability for the intended use.

- Note:** (1) Bill of quantity (BOQ) for the work shall be as per Format of price bid(Annexure-E). The qty. mentioned in Annexure-E) is tentative and may vary during execution of work.
- (2) Work is to be carried out as per '**Technical Specifications**' provided in this tender.
- (3) **Contractor is to submit at their own cost, the topographical survey of the region till 25m from the boundary wall(of CFP premises) along the length of boundary in which service road(concrete road) is to be constructed.**
- (4) **The contractor will clear the grass/bushes or any temporary hurdle other than BHEL material & trees at its own cost & resources during the topographical survey of the area 25 m away from the boundary wall along the length in which service road(concrete road) is to be constructed. Clearing of BHEL materials & trees from site of work shall be in the scope of BHEL.**
- (4) It is advisable that bidder should visit the site to assess the site/working conditions before submission of offer. Contractor shall be responsible for the movement of man, material & machinery at the site location with prevailing conditions. BHEL shall not be liable to compensate in any form for any claim whatsoever by contractor in this regard.
- (5) Material found, other than soil(earth) before/during the excavation of earth like brick, stone, metal pieces/projections etc, the material shall be considered as the part of earth and payment shall be made as per BOQ for excavation of earth.
- (6) **Anchor & its accessories shall be measured by weight & shall be paid as per DSR item code of 10.2 of BOQ.**



(III)

TECHNICAL SPECIFICATIONS



Abbreviations:

In the technical specifications, as well as in the bill of quantities(BOQ), the following abbreviations have been used:

Cu. M.	Cubic Metre
Sq. M.	Square Metre
R. M.	Running Metre
Q. R.	Quoted Rate
NO.	Numbers

1.0 Specification for material

1.1 **Cement**

1.1.1 **Standard:**

Cement to be used in the Works shall conform to the following standards:

33 Grade Ordinary Portland Cement	IS: 269
43 Grade Ordinary Portland Cement	IS: 8112
53 Grade Ordinary Portland Cement	IS: 12269
Rapid Hardening Portland Cement	IS: 8041
Portland Slag Cement	IS: 455
Portland Pozzolana Cement(fly ash based)	IS: 1489 (Part 1)
Portland Pozzolana Cement (Calcinated clay based)	IS: 1489 (Part 2)
Low heat Portland cement	IS: 12600
Hydrophobic Cement	IS: 8043
Sulphate resistant Portland cement	IS 12330
Other relevant standards are as follows:	
Method of Sampling Hydraulic Cement	IS: 3535
Methods of Physical Tests for Hydraulic Cement	IS: 4031(Part 1 to 15)

1.1.2 **Tests:**

Cement shall be kept, at all times, in covered storage in an approved manner. No cement shall be kept on the site longer than three months before use. Any cement, which is stored onsite in excess of 28 days, shall be tested in accordance with relevant Standard prior to use.

1.2 **Coarse Aggregate**

1.2.1 **Standard**

Aggregates for use in concrete (other than light-weight concrete) shall comply with the requirements of IS 383. As far as possible preference shall be given to natural aggregates.

Coarse aggregate shall have a specific gravity as per mix design report. Aggregate below this specific gravity shall not be used without the special permission of the Engineer.

Coarse aggregate shall consist of natural or crushed stone, angular in shape with granular or crystalline surfaces or approved river shingle or gravel, rounded in shape. All aggregate shall be clean and free from elongated, friable, flaky or laminated pieces, adherent coatings, clay lumps, mica, organic matter and any other deleterious matter that may cause corrosion of reinforcement or impair the strength and / or durability of concrete. It shall be chemically inert, hard, strong, dense, and durable against weathering.



The maximum quantities of deleterious materials in the coarse aggregate shall not exceed the limits indicated in the IS 383 when tested as per IS 2386 Part-I & Part-II "Method of Tests for Aggregate for Concrete".

1.2.2 **Usage**

Coarse aggregate, which is not clean, shall be washed with clear fresh water before use in the job. Screening should be done, if considered necessary by the Engineer, without extra cost.

1.2.3 **Fine Aggregate**

1.2.4 **Standard**

Fine aggregate for different end uses (other than light-weight concrete) shall conform to the following standards:

- | | | |
|----|-------------------------|--|
| a. | For structural concrete | IS: 383 (between Grading Zones I & II) |
| b. | For mortar & grout | IS 2116 |
| c. | For plastering | IS 1542 (Class A Grading) |

Fine aggregate shall consist of natural sands or machine crushed rock/gravel. It shall be clean, sharp, hard, strong and durable and free from dust, vegetable substances, adherent coating, clay, loam, alkali, organic matter, mica, soluble sulphate, gypsum or any other deleterious substances which can be injurious to the setting qualities / strength / durability of concrete.

The use of sea sand is prohibited.

1.2.5 **Usage**

Fine aggregate shall be thoroughly washed at site with clean fresh water such that the percentage of all deleterious matter is within the permissible limits as laid down in IS 2386 (Part-II).

Screening of sand shall be done, if necessary and as directed by the Engineer-in-charge, to remove all objectionable foreign matter and affecting any grading.

Inserts are required to be fixed in concrete as per the requirement and direction of Engineer-in-charge. Reinforced cement concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowel led so as to obtain smooth and even surface.

2.0 **Curing**

All concrete shall be protected during hardening from the harmful effects of sunshine and drying winds. All exposed surfaces of newly placed concrete shall be kept continuously in a damp or wet condition by ponding or by covering with a layer of sacking, canvas, hessian or similar other absorbent materials and kept continuously wet for at least 7 days from the date of placing of concrete in case of ordinary Portland cement, 10 days in case of mineral admixtures or blended cements are used. Likewise all formwork directly in contact with concrete shall be kept wet. Curing compounds to provide surface coating with specking equipment may also be used if permitted by the Engineer. The necessary literature shall be furnished by the CONTRACTOR for the purpose.

For in-situ slabs (whether for flat roofs or other level surfaces, floors, pavements, side walks, etc.), curing shall be by ponding only.

In case of concrete exposed to dry and hot weather conditions or for watertight structures, curing period shall be 10 days. In the case of concrete where mineral



admixtures or blended cements are used the curing period shall be extended to 14 days.

The CONTRACTOR shall take good care in the arrangement (whether by continuous fine mist spraying or sprinkling or by covering with clean sand or wet gunny bags or by any curing compounds) and execution of curing so that curing will be carried out without interruption during the nights, Sundays and holidays.

Water for curing shall be of the same quality as used for concrete.

3. Steel structure

3.1 Steel work shall be carries out as per CPWD & IS code norms

4. **Concrete Road Work shall be carried out as per IRC code,CPWD & IS code.**Grade of concrete shall be M20 (1:1.5:3-weigh batching shall be done as per cl. 10.2.4 of IS-456:2000). .

Note: In execution of civil works CPWD latest specification is to be followed first: if CPWD specification does not provide details of specification of any item of work then IS specn./best of the other specification to be followed.

Cement :- ACC,ULTRATECH,JP,Ambuja(fly ash based)
Reinforcement bar :- SAIL,TATA,RINL,Jindal(Fe-500 grade)
Structure steel :- SAIL,TATA,Essar,Jindal(yeild strength-250N/Sqm)

The following Indian Standards codes shall be followed for missing information in the tender.

I. Design codes:

1. I.S. 456,800 :- 1978 (Or latest)
- II. Any relevant I.S. code of practices.
- III. CPWD & NBC standard for building.
- IV. IRC Code

For want of specifications related to structural steel like fabrication, erection, welding, material etc., following IS Codes are to be followed i.e. 1. IS: 816-1969, 2. IS 2139-1976, 3) IS 7215-1974, 4) IS 813-1961, 5) IS – 2062 – 1980.

NOTE: FOR EXECUTION OF ALL SCHEDULED ITEMS CPWD SPECIFICATIONS AND RELEVANT IS CODES,IRC CODE ARE TO BE FOLLOWED.



(IV)

BIDDER'S QUALIFYING CRITERIA

Qualifying Criteria from sl. No. (1) to (2) as mentioned below has to be fulfilled by the bidders:

- (1) The Bidder should have an Average Annual financial turnover during the last 3 years, ending 31st march 2014 not less than Rs.35 Lakhs as per audited accounts. In case the accounts of 2013-14 remains unaudited, then the turnover of 2010-11 & two years prior to that, which have been audited shall be considered for averaging the last three years turnover.
- (2) The bidder should have the experience of successfully completing similar works during the last seven years ending 31.03.2014 with either of the following.
 - a) Three similar completed works costing not less than the amount equal to Rs 41 Lakhs each.

Or
 - b) Two similar completed works costing not less than the amount equal to Rs.51 Lakhs each.

Or
 - c) One similar completed work costing not less than the amount equal to Rs 82 Lakhs.

Definition of similar work(s): Only the following will constitute similar works:

- a. Construction of Industrial structure / residential structure / infrastructure / facilities of concrete and/or steel.

Notes:

- (A) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered.
- (B) Bidder may attend Pre-Bid discussion on 15day before opening of tender from 10 AM to 3 PM with prior appointment in their own interest. Any doubts will be clarified during the pre-bid discussions and guidelines will be given to the bidder for specialized works.
- (C) Conditional tender will not be accepted.



(V)

GENERAL CONDITIONS OF CONTRACT(GCC)
(INTERPRETATION AND DEFINITIONS)

1. Definitions

- (a) Company/ Corporation shall mean Bharat Heavy Electricals Ltd. having its register office at RUDRAPUR, Post Office and Town RUDRAPUR, in the State of U.K. and includes a duly authorized representative of the Company/ Corporation or any other person empowered in this behalf by the Company/ Corporation to discharge all or any of its functions.
- (b) The "Accepting Authority" shall mean MGR(MNT/Civil), BHEL RUDRAPUR.
- (c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Bharat Heavy Electricals Ltd. RUDRAPUR and the contractors together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rate and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successor of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- (e) "Engineer-in-charge" shall mean the engineering officer appointed by the under taking or his duly authorized representative who shall direct, supervise and be incharge of the works for purposes of this contract.
- (f) "Expected Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war rebellion, insurrection, military or usurped power any acts of government, damage from aircraft, acts of god, such as earthquake lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority of causes solely due to use or occupation by the Company/ Corporations of the part of Works in respect of which a certificate of completion has been issued or a cause solely due to Company's/ Corporation's fault design of Work.
- (g) "Market Rate" shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus 15% to cover all over- heads and profit.
- (h) Schedule(s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the company/ corporation or the standard schedule of Rates prescribed by the Company/ Corporation and the amendments thereto issued from time to time.
- (i) The "Site" shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company/ corporation or used for the purposes of the contract.
- (j) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- (k) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the words to obviate any risk of accident or failure or which become necessary for security.



- (l) The “Works” shall mean the works to be executed in accordance with the contract or part[s] thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent as required performance of the Contract.
2. **Performance**
The Contractor shall take necessary steps to ensure that all persons employed an 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.
3. **Work to be carried out**
The work to be carried out the contract shall except as otherwise provided in these conditions, includes all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste no materials, carriage and cartage carry in returns of empties, hoisting, setting, fitting, and fixing in position and all other labours necessary in and for the full and entire execution completion as aforesaid in accordance with good practice and recognized principles.
4. **Inspection of Site**
The contractor shall inspect and examine the site of work and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so for as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the work and to means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed after submission of offer/award of work.
5. **Sufficiency of Tender**
The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his work and of the rates and prices quoted in the Schedule of Quantities which rates and price shall, except as otherwise provided, cover all his obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works.
6. **Discrepancies and Adjustment Errors**
The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions.
- (a) In the case of discrepancy between schedule of quantities the specifications and/ or the drawings, the following order of preference shall be observed:
(i) Description in Schedule of Quantities.
(ii) Particular Specification and Special Condition if any.
(iii) General Specifications.
- (b) If there are varying or conflicting provisions made in any one document forming part of the contract the accepting authority shall be the deciding authority with regard to the intention of the document.
- (c) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or form any of his obligations under the contract.

7. **Deviations / Variations, Extent & Pricing**

The Engineer-in-charge shall have power (i) to make alteration in omissions from, additions to or substitution for, the original specifications, and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Work in case of non-availability of a portion on the site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alteration, omissions additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation.

Rates for such additional, altered or substituted work shall be determined by the Engineer-in-charge as follows:

- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders. Where two or more schedules of quantities may form part of contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- (ii) If the rate for any altered , additional or substituted item of work is not specified in the schedule of quantities , the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedules of quantities form part of the contract, the rate shall be derived from the nearest similar items in the bill of Quantities of the particular parts of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub- paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates plus/ minus the percentages by which the tendered amount of the works is higher or lower than the pre-priced amount shown in the Schedule of Works. (Applicable to Lump- sum Contracts based on pre-priced Schedule of Works.)
- (iv) If the rate for any altered , additional or substituted item of work cannot be determined in the manner specified in sub paras [i] to [ii] above, then the rate for such item of work shall be derived from the schedule of rates specified in sub-para [iii] above plus/ minus the percentage mentioned in that sub-Para : Provided always that if rate (s) for part (s) of an item (s) is / are not specified in the schedule of rates the rate(s) for such parts (s) shall be determined by the Engineer-in-charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of markets rate (s) prevailing during the fortnight following the date of the order.
- (v) If the rate for any altered , additional, or substituted item of work cannot be determined in the manner specified in sub- paras [i] to [iv] above the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter , giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate [s], In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate [s].



8. Time Extension for Delay

If case, the work is delayed by Force majeure conditions like, abnormally bad weather, serious loss or damage by fire, civil commotion, local combination of workmen strike or lockout, affecting any of the traders employed on the work, non-availability of stores which are the responsibility of BHEL to supply, non-availability or break down of tools and plant, to be supplied by BHEL, flood, riots, cyclone, earthquake etc. any other cause including delay in site clearance for work by BHEL, which in the absolute discretion of General Manager/BHEL is beyond the contractor's control, request for extension of time alongwith reason(s) to be eligible for consideration, shall be made by the contractor in writing within seven days of the happening of the event causing delay but before expiry of scheduled date of completion. BHEL may or may not, at its discretion, give any extension after review of contractor's application and mere submission of application for extension shall not absolve the contractor of its obligation to complete the work within scheduled time or liable to be penalised for delay unless time extension is provided by BHEL. Status on grant/turndown of extension request shall be communicated to the contractor by the Engineer-in-charge. However, no mobilisation/re-mobilisation advance/compensation shall be payable by BHEL to the contractor in any circumstances.

9. Tooling & Plant

The contractor shall arrange at his own expense all erection & construction equipment, tools & tackles, plant and equipment (hereafter referred to as T & P) required for execution of the work

10. Material Testing, Inspection & Storage

The contractor shall, at his own expense, provide all materials required for the works other than those which are to be provided by BHEL Free of Cost.

- (a) All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall if asked by BHEL, shall furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
- (b) The contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require and intimate to the contractor in writing, inform the contractor whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply fresh samples complying with the specifications laid down in the contract.
- (c) The Engineer-in-charge shall have full powers for removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials, BHEL shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the contractor.
- (d) All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by BHEL) shall be borne by the contractor.
- (e) The Engineer-in-charge shall be entitled to have tests carried out as specified in the contract for any material supplied by the contractor. Field laboratory with test equipment necessary shall be established for testing the compressive strength of brick & concrete. Sieves, level checking instrument etc. shall be arranged at site by the contractor, before start of appropriate work. The contractor shall provide at his expense all facilities which



the Engineer-in-charge may require for this purpose. If no tests are specified in the contract, and such tests are required by the Engineer-in-charge, the contractor shall provide all facilities required for the purpose and the charge for these tests shall be borne by the contractor only if the tests disclosed that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.

- (f) Materials required for the works, whether brought by the contractor or supplied by BHEL shall be stored by the contractor only at places approved by the Engineer-in-charge. Storage & safe custody of materials shall be the responsibility of the contractor.
- (g) BHEL officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other places, where such materials are assembled, fabricate manufactured or at any place (s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- (h) All materials brought to the site shall become and remains the property of BHEL and shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advance, if any respect of any such material is fully recovered the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

11. Labour

The contractor is required to follow Contractor's obligations as per Annexure-I to GCC. In the event of the contractor committing a default or breach of any provisions of the contractor's labour regulations, contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 1000/- as liquidated damages for every default/breach. In the event of the contractor's default continuing, the liquidated damages may be enhanced by Rs. 1000/- per day for each day of default subject to maximum percent of the estimated costs of the 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 contractor shall not be permitted to enter (other than for inspection purposes) or take possession of the site unless instructed by the Engineer-in-charge in writing. Such use or occupation shall not confer any right of tenancy of the land to the contractor and the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.

9. Nuisance

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public in general.

The contractor shall be responsible for safeguard of its material, tools & tackles at site.

10. Contractor's Supervision

The contractor shall either himself supervise the execution of the works or shall appoint a competent agent for this purpose, approved by the Engineer-in-charge. If the contractor fails to appoint a suitable agent, the Engineer-in-charge can suspend the extension of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

11. Inspection and Approval

No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The



contractor shall give due notice whenever any such work of foundation is ready for examination. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.

12. Removal of Workmen

The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

13. Work during or on Sundays and Holidays

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, Property or works in which case the contractor shall immediately advise the Engineer-in-charge accordingly.

14. Completion of work

As soon as the works is completed, the contractor shall give notice of such completion. A joint measurement of work by contractor's representative and BHEL representative shall be made at each stage of work completion and recorded in MB. Contractor is required to remove from the premises, all scaffolding, sheds and surplus except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all parts of building (s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased door and windows, oiled looks and fastening, labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the . If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, they may, at the expense of the contractor fulfill such requirements and dispose of the scaffolding, surplus material and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by sale thereof less the cost of fulfilling the requirements and any other amount that may be due to from the contractor, if the expense of fulfilling such requirements, is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on defined pay such excess.

15. Indemnity

- (a) The Contractor shall indemnify BHEL against all losses and claims for injuries or damage to any persons or any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands proceedings, damages, cost charges and expenses whatsoever in the respect or in relation thereto, PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or indemnify the Company-Corporation against any compensation or damage caused by the excepted risks. The contractor shall compensate any loss/damage caused to BHEL property, person. Material by the contractor or its workmen engaged at BHEL site. The decision of HoU/BHEL-CFP on amount of compensation towards such loss/damage shall be final and binding on contractor.



- (b) The Contractor shall indemnify BHEL against any liability in respect of any fees or charges payable under any act of parliament, state law of any government instrument, rule or order and any regulations or by laws of any local authority in respect of the works, Sub Contracts
19. The contractor shall not sublet any portion of the contract without the prior written approval of Authority.
20. **Foreclosure of contract in Full or in part (due to Abandonment) or reduction in scope of work**
- (a) If at any time after acceptance of the tender the Company/Corporation shall decide to the abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole to be carried out the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from execution of the Works in full but which he did not derive in consequence of foreclosure of the whole or part of works.
- (b) The contractor shall be paid contracts rates full amount for work's executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for items hereunder mentioned which could not be utilized on the work of the full extent because of the foreclosure.
- (c) Any expenditure incurred preliminary site work, e.g. Temporary access roads, temporary labour huts staff quarters and site office, storage accommodation and water storage tank.
- (d) The Company /Corporation shall have the opinion to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers(for incorporation in or incidental to the work), provided however, the company/Corporation shall be bound to take over the materials or such portion thereof as the contractor does not desire to retain. The cost shall however, taken into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in custody of the contractor.
- (e) For Contractor's material not retained by BHEL, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less will be payable if material are not transported to either of the said places, no cost of transportation shall be payable.
- (f) If any materials supplied by the company/Corporation are rendered surplus the same except the prescribed percentage of wastage shall be returned by the contractor to the Company/Corporation. Failure to do so will entail recovery at punitive rates as per SCC.
- (g) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T& P are not transported to either of the said places, no cost of the transportation shall be payable.
- (h) The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.
21. **Termination of Contract for Death**
- If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the accepting Authority shall be entitled to cancel the contract as to its in completed part without the Company/Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. Decision

of the accepting Authority that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company /Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

22. Liability for damage, Defects or Imperfections and Rectification thereof:

- (a) If the contractor or his workman or employees shall injury or damage any, part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the defects liability period. That any work has been executed with unsound, imperfect or unskillful workmanship or that any materials or articles provided by the contractors for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective of improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the , forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/ or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the in his notice aforesaid, the may rectify or remove and re-execute the work and/ or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the contractor.
- (b) In case of repairs and maintenance works, splashes and dropping from the white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition the Engineer-in-charge shall have the right to get the work done by other means at the contractor. Before taking such action, however, the Engineer-in-charge shall give three day's notice in writing to the contractor.

23. Time Limit for Payment of Final Bill

The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in disputes of quantities and at rates as approved by , shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the .

- (a) Contract amount not exceeding Rs 5 Lakhs.... Three months
(b) Contract amount exceeding Rs 5 Lakhs Four months

After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 60 days, his disputed claim shall be dealt with as provided in the contract.



24. Audit

- (a) The company/ corporation reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company/ corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 50 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award:
- (b) If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company/ corporation from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company/ corporation.
- (c) Provided that the aforesaid right of the company/ corporation to adjust over payments against amounts due to the contractors under any other contract with the company/ corporation shall not extend beyond the periods of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- (d) Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company/ corporation on any other contract or account whatsoever.

25. Arbitration:

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successor or assignee in his sole discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both the parties. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996.

26. Jurisdiction:

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.

27. Laws governing the contract

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

Annexure-I to GCC
CONTRACTOR'S OBLIGATIONS

(A) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

Name & Signature of Bidder

Page 20

CFP, RUDRAPUR



Seal

- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall deployed specialize labour along with helper for each work described in the BOQ like masonry, carpentry, plumbing & Horticulture work to maintain the immidiate resolve of the complaint.

B) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.



- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.



Annexure-II to GCC
(SPECIAL CONDITIONS – SAFETY)

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
3. Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80mtrs.
4. Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
5. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
6. The contractor shall keep a supervisor always at work site.
7. Power shut down shall be taken before commencement of the work wherever power cables are running.
8. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
9. The contractor shall provide safety nets to the work force during the execution of work at height of more than 3 meters and as directed by the engineer in charge.
10. The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
11. The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.
 - i) Safety Helmets conforming to IS: 2925, 1981
 - ii) Safety belts conforming to IS: 3521, 1983
 - iii) Safety shoes conforming to IS: 1.4544. 1998
 - iv) Eye, and face protection devices conforming to IS: 1179, 1967.
 - v) Hand and body protection devices conforming to IS: 2573 - 1975, IS: 6994 - 1973 and IS 8520 - 1978, IS: 578-1985 and IS 6694.

SAFETY IN CIVIL ENGINEERING WORKS

1. While working at heights, a safe foot holds and hands holds should be provided.
2. No loose material should be allowed to remain in the vicinity of persons working at Heights due to which they may inadvertently loose there balance and fall down.
3. Wherever, it is reasonable practical, workers should be made to use safety belts.
4. Ladders, crawling ladders and crawling boards are to be provided if a person has pass across or work on or from any material liable to fracture under his weight and cause him to fall more than 1.98 meters.
5. In considering whether a material is likely to fracture beneath a person's weight, regard must be had to any additional weight he may be carrying or supporting.
6. Ladders crawling boards etc., to be securely supported and if necessary secured to prevent slipping.
7. Guard rails, coverings or other suitable means may be used to prevent person stepping on to fragile material, while working or passing near it if such material is likely to fracture under his weight and cause him to fall more than 1.98 meters.



8. While working on sloping roofs, suitable, crawling, boards or crawling ladders should be used. These crawling ladders should be properly supported and securely enhanced to the sloping surface or the roof ridge.
9. Suitable and sufficient means are to be provided to prevent fall of articles from a sloping roof.

DEMOLITION:

1. Safe access should be provided to every place at which any person has to work. Scaffolds to be provided for all work that cement safety be done otherwise.
2. Shoring or either steps are to be taken to prevent accidental collapse of the building or part of the building being dismantled.
3. Similar precautions are to be taken against collapse of any adjacent building, if this would involve danger.
4. No steel work or iron work is to be cut or released unless precautions are taken to avoid danger from sudden twist, spring or collapse.
5. No framing is to be removed unless all practicable steps are taken to avoid collapse of the structure.
6. Demolition work is to be placed under the supervision of a competent person experienced in demolition work.

LADDERS:

1. Ladders to be used should be of good construction, of a suitable and sound material of adequate strength.
2. Ladders with missing or defective rungs should not be used.
3. Wooden stiles or sides and wooden rungs should have grain-running length wise.
4. Rungs should be properly fixed to the sides.
5. Ladders standing on a base are to be equally and properly supported on each stile or side.
6. Ladder standing on a base to be securely fixed near its upper resting place, if such fixing is impractical the ladder must be fixed at or near its lower end. If this is also impracticable a person, must be stationed at the feet of the ladder to prevent it from slipping.
7. Ladder should not be placed on loose bricks or loose packing.
8. Except when there is an adequate handled, ladder must rise to a height of a least 3 feet 6 inches (1.00 Mtr.) above the landing place or above the heights rung reached by the feet of persons using the ladder.
9. Space at each rung to be sufficient to provide adequate foot held.
10. Openings in landing places through which ladders pass should be as small as practicable.
11. Folding steps ladders should have level and firm footing and should not stand on loose bricks or other loose packing.

SCAFFOLDS:

1. Materials used for scaffolds should be of sound and adequate strength.
2. The timber used should be suitable quality, good condition, bark complete stripped off, and without paint or other treatment, which would prevent defects from being easily seen.
3. Timber and material with projecting nails should not be used.
4. Metal parts should be of suitable quality, in good condition, free from corrosion or other patent defects likely to affect strength.
5. Defective parts or materials should not be used and no defective ropes or bonds should be used.

Name & Signature of Bidder

Page 24

CFP, RUDRAPUR



Seal

6. Standards or upright should be vertical or slightly inclined towards the building or other structure, where practicable and to be sufficiently close to ensure stability.
7. Displacement or sinking of standards or uprights to be prevented either by provision of base plates or either adequate means.
8. Ladders used as uprights to be adequate strength secured to prevent slipping and so placed that the two stiles of sides of each ladder are evenly supported.
9. Ladders are to be horizontal, as nearly as possible and should be secured to standards or uprights by efficient means.

WORKING PLATFORMS:

1. All working platforms should be closely boarded, planked or plated.
2. Boards should be of sufficient thickness having regard to the distance between putlogs other supports.
3. All boards should be at least 51 mm thick and 210 mm wide.
4. Boards should rest securely and evenly on their supports. Each board should have at least three supports unless the thickness and the distance between the supports are such as to present on due or unequal staging when, supported on the two pipes.
5. No board should project beyond for more than four times its thickness, unless secured to prevent tipping.
6. No board should project to an extent which makes it unsafe having regard to its thickness and strength and the weight likely to be on it.
7. The platforms should be of adequate width to give sufficient working space.
8. The platforms should extend at least 600 mm. beyond, the end of wall or working face if work is being done at that end of the wall of face.
9. The platforms should have guard rails to a height of between 920 mm and 1150 mm. above the platform or any raised part of it.
10. The platforms should have toe-boards high enough to prevent falls of persons, tools and materials, with a minimum height of 15.5 mm. space between the toe-boards and the lowest guard rail should not exceed 760 mm. guard rails and toe-boards should be on the inside of uprights unless there is some other means of preventing their outward movement.
11. Guard rails and toe-boards should always remain in position except when removal is necessary for the access of persons or materials, or other necessary purposes of the work.

SAFETY NETS AND BELTS:

1. If all or any of the above requirements is not practicable, resources may be taken to use suitable safety belts or nets to prevent persons falling from heights of 1.98 meters and above.
2. Safety belts when used should be attached continuously to suitable and fixed anchorages.
3. Safety nets should be maintained in all positions necessary to protect persons at work, except in so far as they have to be temporarily removed for the passage of materials or for any other purposes.

MATERIAL HANDLING AND STORAGE

Adequate arrangement be made for material handling & storage taking due care against damages.

ACCOUNTING

Proper method of accounting of cement & scrap material be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.

If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractors.

In case of a fatal or disabling injury accident to any person due to lapses by the contractor. BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.

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

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL, shall have the right to recover cost of such delay from the payments due to the contractor after notifying the contractor suitably.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so, BHEL shall have the right to terminate the contract and get the job completed at the risk and cost of the sub contractors.



(VI)

SPECIAL CONDITIONS OF CONTRACT(SCC)

1. Only those parties meeting the required qualifying criteria and agree to BHEL scope of work, terms & conditions laid down in this tender should bid against this tender enquiry.
2. The bidders have the option to have pre-bid tie-up with firms having competence in respective fields to complete the work within specified time frame maintaining quality standards. The lead partner must meet the average annual financial turnover requirements mentioned in (1) of qualifying criteria. He should undertake project management, monitoring & technological inputs. The lead partner shall be responsible for coordination with his tie-up partner/suppliers, assessment of their quality of workmanship and their payments, ensuring timely completion of work and submission of bills to BHEL. The qualifying criteria No.(2) will have to be met by the other partner alone. The tie-up agreement will have to be submitted along with techno-commercial bid. The other partner cannot be changed during the period of contract without the written consent of BHEL.
3. **Tender is to be submitted in two parts viz., Techno-Commercial bid(Part-I) & Price Bid(Part-II) in separate sealed envelopes as follows:**

(i) Part-I: Techno-Commercial bid:

Techno-commercial bid shall comprise the following:

- (a) Check list(Annexure-A) with required details/enclosures/documents mentioned therein.
- (b) Cost of tender doc. in form of DD(payable at Rudrapur)/copy of cash receipt
- (c) EMD(name of bidder to be mentioned on the reverse side)
- (d) Copy of NIT, Qualification criteria for bidders, Scope of work, Terms & Conditions and blank copy of price-bid(the spaces provided for prices/values should be crossed (/) and taxes, if applicable needs to be specified in terms of percentage only).

Only Techno-commercial bid will be opened on due date in the presence of bidders who chose to be present at the time & place of opening.

(ii) Part-II: Price bid:

The price bid should contain prices only, as per format of Price bid duly signed & stamped. No conditions should be mentioned in the price bids. No items of price bid format should be left out and rates for all items as per price bid format should be quoted. Overall offered price should be mentioned both in figures and in words. All entries should be in one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the bidder.

Each and every page of the documents submitted alongwith offer must be signed & stamped by the tenderer as a token of complete acceptance thereof.

Respective envelopes should be superscribed as 'Technocommercial bid' & 'Price bid'. Both envelopes to be enclosed in one bigger envelope. Name of work, Tender enquiry no., due date & name of bidder should be mentioned on all the envelopes.

- Note: (1) Incomplete tenders or tenders not submitted as per cl.3 above or without Techno-commercial bid/Price bid are liable to be rejected.**
(2) Price bid of only those bidders shall be opened whose techno-commercial bid is found suitable as per evaluation by BHEL.

Name & Signature of Bidder

Page 27

CFP, RUDRAPUR



Seal

Tenderer has to quote overall offered price both in figures and in words for the items given in the BOQ / Format of Price Bid.

- (a) If, in the price structure quoted for the required goods/ 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 purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
4. Quoted rate(s) shall be firm and valid throughout the contract period including extended period(if any) and no cost escalation shall be allowed on any account. Any statutory increase in the labour wages and materials during the period of execution shall be borne by the contractor. Rate(s) quoted should include all royalties & contingencies. Taxes if any should be mentioned separately and specifically as per price bid format.
5. Single Rate/Unit should be mentioned in the price bid format for each item description. In case more than single rate is mentioned, the tender submitted shall be disqualified.
6. Tenders can be **submitted by "Registered Post/ Courier/ by hand in tender box** so as to receive at BHEL by due date & time. Tenders received after the due date and time of opening, tenders are liable to be rejected & returned.
7. **Evaluation and comparative standing of offers will be done on overall cost basis as per quantities specified in BOQ. Award of work shall be considered to the bidder with techno-commercially qualified overall L-1 offer only.** Tenders shall be opened by authorized officer of BHEL office at the time and date as specified in the tender notice in the presence of those bidders or their authorized representative who are present at the time of opening.
8. Before submitting offer, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and ascertain completeness of tender documents, clarify any doubt on any portion of the Tender or discrepancies / omissions in the drawings or the tender documents. No claim will be entertained later on any grounds whatsoever after submission of the tender.
9. **EARNEST MONEY DEPOSIT(EMD)**
- (a) Offer must be accompanied by Earnest Money Deposit of Rs. 2,00,000.00 in any one of the following forms only:
- (i) **Cash:** The amount should be tendered by the party to the Cashier of Bharat Heavy Electricals Limited RUDRAPUR and cash receipt issued by him shall be enclosed along with techno-commercial bid **OR**
- (ii) **Demand Draft** from any Nationalized Bank in favour of Bharat Heavy Electricals Limited payable at RUDRAPUR.
- (Note: Cheques, Money Orders or Postal Orders will not be accepted.)**
Tenders without EMD shall be summarily rejected.
The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.

- (b) Earnest Money given by all unsuccessful tenderers will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- (c) BHEL reserves the right of forfeiture of Earnest Money if:
- (i) Submits false information.
- (ii) After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
- (iii) Fails to commence the work within period as may be mentioned in the Letter of Intent(LOI)/contract. In case the LOI/Contract is silent in this regard then within fifteen days from the date of issue of LOI.
- (iv) Fails to submit 50% of the total security deposit amount before start of work.
- (d) EMD to be submitted along with techno commercial bid only and not with price bid.
- (e) No adjustment of earlier EMD/Security deposit available with BHEL, Rudrapur , if any, shall be permitted.

10. **AUTHORISATION, ATTESTATION & VALIDITY OF OFFER**

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders. **The offer shall be kept valid and open for acceptance for a minimum period of 6 months from the date of opening of tenders.** In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

11. **RATES OFFERED & EVALUATION OF BIDS**

- (a) Rates quoted should be inclusive of all taxes and duties excluding service tax as applicable and payable against documentary proof.
- (b) The quantities shall be as per BOQ which are tentative and liable to change after submission of the same by BHEL, and in the course of actual execution.
- (c) **Section 'A' is the list of CPWD, DSR-2013 scheduled items. For scheduled items covered under section 'A'.over DSR- 2013 rates is to be quoted by the party. No item should be left blank/unquoted**

12. **EXECUTION OF CONTRACT**

The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the 'Prescribed form' Annexure-F with BHEL within 15 days of LOI and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.

13. **GUARANTEE**

The work done by the contractor shall be guaranteed against performance of workmanship and material by contractor for the work, for a period upto 12 Month(One Year) from the date of the taking over of site by BHEL after completion of work in all respect as per contract. During guarantee period, the contractor shall attend all defects, complaints on matters relating to the contract work as may be required. 50% of the Security Deposit shall be retained by BHEL during the defect liability period plus three months of claim period.

14. **SECURITY DEPOSIT**

- (a) Upon acceptance of tender, the successful tenderer must be deposited the required amount of security deposit within 15 days from the date of issue of letter of intent but before start of work by the contractor as per following rate:
- (i) Upto Rs. 10 lakhs : 10%
- (ii) Above Rs 10 lakhs upto Rs. 50 lakhs: Rs. 1 lakh + 7.5% of the amount exceeding 10lakhs.
- (iii) Above Rs 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs 50 Lakhs
- (b) Security deposit may be furnished in any of the following forms:

Name & Signature of Bidder

Page 29

CFP, RUDRAPUR



Seal

- (i) Cash (as permissible under the Income Tax Act)
- (ii) Pay Order, Demand Draft in favour of BHEL, Rudrapur.
- (iii) Local cheques of scheduled banks, subject to realization.
- (iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL, Rudrapur and discharged on the back).
- (v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to 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 mentioned at b(i) to b(iv). The Bank Guarantee format should have the approval of BHEL, Rudrapur.
- (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 RUDRAPUR, duly discharged on the back.
- (vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills
- Note:** Acceptance of the Security Deposit against SI No (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL, RUDRAPUR. However BHEL, Rudrapur will not be liable or responsible in any manner for the collection or interest or renewal of the documents or in any other matter connected therewith.
- The validity of the Bank Guarantee furnished towards Security Deposit under b(v) above shall be up to the date of completion of work as stipulated in the Letter of Intent plus three months claim period.
- (c) If the value of the work done at any time exceeds the contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- (d) Adjustment of Earnest Money Deposit towards part of Security Deposit shall be done as per clause 9 above.
- (e) BHEL reserves the right to **forfeit the Security Deposit** in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any of their claims relating to the contract, or due from the contractor.

15. RETURN OF SECURITY DEPOSIT(S.D.)

Half the amount of S.D. will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor only along with payment of final bill subject to the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him/ them for carrying out the said works. Balance half of the amount of S.D. will be released only after Guarantee period' of 12 months and on submission of proof of discharge of liabilities under PF, ESI, Service Tax under Finance Act 1994, workman compensation Act and other labour laws etc. In case Bank Guarantee has been submitted towards 50% Security Deposit, the same only will be released retaining the security deposit received in cash or cash equivalent for the above defect liability period. This security deposit portion retained in cash or cash equivalent may also be released provided Bank Guarantee from Nationalized Bank for equivalent amount is submitted by the contractor for the duration of defect liability period plus three months claim period.

16. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the Contractor.
17. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the



submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

18. BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
19. Should a tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
20. The successful tenderer should not sub-contract part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible towards BHEL for the work awarded to him.

21. **COMMENCEMENT OF WORK**

The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.

If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him and without prejudice to any and all of BHEL's other rights and remedies in this regard.

22. **DELIVERY SCHEDULE**

Work completion schedule for work awarded vide this tender, complete in all respect shall be 150 days from the date of LOI.

The completion of various activities of the project will be as follows:

Sl.No	Description of Activities	From the 15 th date of LOI
1	Partial excavation of earth, Partial footing work for watch tower & other miscellenious work.	30 days
2	Partial excavation of earth, Partial Stone pitching & compaction for service road, Partial steel erection work for watch tower & other miscellenious	60 days
3	Partial steel erection work for watch tower, partial RCC work for service road & other miscelleneous work	90 days
4	Partial steel erection work for watch tower, partial RCC work for service road, RCC Footing for boundary wall & other miscelleneous work	120 days
5	Completion of work of Erection of precast boundary wall, steel erection work for watch tower, RCC work for service road, RCC Footing for boundary wall & other miscellaneous work	150 days



23. LIQUIDATED DAMAGES

If the work is not completed within the specified delivery schedule i.e 150days and any extension thereof, the contractor shall be liable to pay liquidated damages for delay in completion of work @ 0.5% of the value of contract for every week of delay or part thereof, subject to a maximum of 10% of the contract value without BHEL being required to establish and prove the actual loss/ damage suffered by BHEL on account of such delay.

24. Withhold of billed amount on account of delay in progress of work

Delivery of the work(value wise) as per table-I is to be achieved by the contractor to maintain the progress of work as follows:-

TABLE –I:

Phase Nos	Time schedule	Completion of work	Withheld of amount(Rs.) from the bill	Cumulative completion of work
I	30 days from the 15 th day of issue of LOI	6% of total value of work awarded in phase I alone.	1% per day of 6% of total value of the work awarded	6% of total value of work awarded
II	60 days from the 15 th day of issue of LOI	15% of total value of work awarded in phase II alone.	1% per day of 15% of total value of the work awarded	21% of total value of work awarded shall be completed upto phase II
III	90 days from the 15 th day of issue of LOI	25% of total value of work awarded in phase III alone.	1% per day of 25% of total value of the work awarded	46% of total value of work awarded shall be completed upto phase III
IV	120 days from the 15 th day of issue of LOI	25% of total value of work awarded in phase IV alone.	1% per day of 25% of total value of the work awarded	71% of total value of work awarded shall be completed upto phase IV
V	150 days from the 15 th day of issue of LOI	29% of total value of work awarded in phase V alone.	1% per day of 29% of total value of the work awarded	100% of total value of work awarded shall be completed upto phase V

Explanation of Table I:-

- Amount from the bill as per table I** shall be **Withheld** against **non completion of work**, as defined for different **phases separately as above**. The withheld amount shall be released only on achievement of **cumulative completion of work** in any following phases till phase V.
- However, in case of delay in any phase(even if cumulative delay is reduced), the amount against delay in that particular phase shall also be withheld including any withhold amount in earlier phase(s).

Name & Signature of Bidder

Page 32

CFP, RUDRAPUR



Seal

3. If the contractor delay in all the **phase (Nos :- I,II,III,IV)** but complete the entire work within overall schedule of work as per **delivery schedule of work (cl.22 of special condition of contract)** then the withheld amount from the earlier intermediate bills(if any) shall be released in the final verification of bill.
4. If the contractor completes higher %age of **Completion of the work** in any phase, then the balance %age of the value of work shall be carried over to the immediate next phase to the credit of contractor.
5. In case, the contractor delays to achieve the % of the value of work in any phase, then the **Time Schedule** of the next phase shall not be changed & shall remain as mentioned in table I
6. If the delay during any phase is attributable to BHEL, the time extension shall be provided for that period of delay & the Time schedule of the following phases shall also be extended for that period of delay. No amount shall be withheld from bills in such cases.
7. **In case of delay in phase V(including any extension(s) ref. cl.8 of general condition of contract):** The delay shall be considered as overall delay of work against delivery schedule of contract (ref. **cl.22 of special condition of contract**) and the Liquidated Damage amount as per cl.23 of **special condition of contract** shall be deducted/recovered from the bills/dues of contractor and balance withhold amount(if any) shall be released only against final bill.
8. **Note: Withheld billed amount, if any** shall be forfeited against contractor's liabilities in addition to other claims and penalties **in the event of** the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

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Example of with-hold amount during execution of work by the contractor phase wise as described as per Table-I in case of delay is attributable to contractor only:

Let the total value of work awarded = (X)

Ist Phase:-

1	Time Scheduled of Cumulative completion of 6% of total value of work awarded	= 30 days from the 15 th date of issue of LOI
2	Actual Period of Cumulative completion of 6% of total value of work awarded	= 35 days from the 15 th date of issue of LOI.
3	Delay by the contractor as per table-I to achieve the cumulative completion of 6% up to phase-I	= 5 days.
4	Amount to be withheld(A)	= No. of days delayed(5day) x 1% x 6% of (X)
5	Total amount withheld in Phase-I	= (A)

Total amount withheld upto Phase-I = A

IIInd phase :-

1	Time Scheduled of Cumulative completion of 21% of total value of work awarded	= 60 days from the 15 th date of issue of LOI
2	Actual Period of Cumulative completion of 21% of total value of work awarded	= 63 days from the 15 th date of issue of LOI.
3	Delay by the contractor as per table-I to achieve the cumulative completion of 21% up to phase-II	= 3 days.
4	Amount to be withheld(B)	= No. of days delayed(3day) x 1% x 15% of (X)
5	Total amount withheld in Phase-II	= (B)

Total amount withheld upto Phase-II = A+B

IIIrd phase :-

1	Time Scheduled of Cumulative completion of 46% of total value of work awarded	= 90 days from the 15 th date of issue of LOI
2	Actual Period of Cumulative completion of 46% of total value of work awarded	= 90 days from the 15 th date of issue of LOI.
3	Delay by the contractor as per table-I to achieve the cumulative completion of 46 % up to phase-III	= 0 days.
4	Amount to be withheld(C)	= No. of days delayed(0 day) x 1% x 25% of (X) = zero
5	Total amount withheld in Phase-III	= zero

The withheld amount up to phase IIIrd i.e (A+B) shall be released as per clause 1 of explanation of table as the cumulative completion of work is achieved by the contractor in phase III.

IV the phase:-

1	Time Scheduled of Cumulative completion of 71% of total value of work awarded	= 120 days from the 15 th date of issue of LOI
2	Actual Period of Cumulative completion of 71% of total value of work awarded	= 126 days from the 15 th date of issue of LOI.
3	Delay by the contractor as per table-I to achieve the cumulative completion of 71% up to phase-IV	= 6 days.
4	Amount to be withheld(D)	= No. of days delayed(6 day) x 1% x 25% of (X)
5	Total amount withheld in Phase-IV	= D

Total amount withheld in Phase-IV = D

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All the works shall be carried out under the direction and to the satisfaction of BHEL.

24. MEASUREMENT OF WORK AND MODE OF PAYMENT

(a) Methods of Measurements

Measurement of work shall be taken at site, jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative. The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with BOQ 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 BOQ, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

(b) Records of Measurement of work

All items having a financial value shall be entered in Measurement Book(MB) prescribed by BHEL for record of all work performed under the contract.

Measurement shall be signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the company/ corporation a note in that effect shall be made in the measurement book against the item objected to and such note shall be assigned and dated by both parties engaged in taking the measurement.

(c) Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall give the reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurements of the work.

(d) Payment

Payment against running A/c bills & final bill shall be made to the contractor as per WAM based on work measured as per record of MB **subject to minimum amount of Rs.5 lakhs(except in case of final bill which shall be processed as per actual)** within 45 days of submission of bill by the contractor. No advance payment shall be made under any circumstances.

All payments due to the contractor shall be made by 'Electronic Fund Transfer'. For this purpose the contractor has to give his Bank Account details in the standard format to be provided by BHEL Rudrapur.

- (i) All payments will be made as per "BOQ & Price Schedule". The same will be entered in measurement Book as running account (RA bill) & both the party will sign the entries.
- (ii) All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I.Tax, VAT, Water, Electricity charges etc. and loss to BHEL Plant & Properties and third party losses.
- (iii) Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- (iv) Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

25. Rights of BHEL

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

- (a) To reject any or all of the tenders without assigning any reasons whatsoever.
- (b) To go for reverse auction(RA) as per BHEL guidelines instead of opening of price bids and decide L-1 based on the outcome of RA instead of price bids. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened.

- (c) To distribute the work and enter into parallel agreement with one or more contractor(s) at its discretion.
- (d) To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work.
- (e) To terminate the work at any stage by giving a notice period of 15 days and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - (i) contractor's continued poor progress.
 - (ii) withdrawal from or abandonment of the work before completion of the work
 - (iii) corrupt act of the contractor.
 - (iv) insolvency of the contractor
 - (v) persistent disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (vi) non-fulfillment of any contractual obligations or obligations under the law
 - (vii) tenderer deliberately gives wrong information in his tender.
- (f) To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.
- (g) To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work (refer cl. 23)

26. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

27. Responsibilities of contractor

- (a) The contractor shall be fully and finally responsible for correctness and quality of his work as per scope, terms & conditions of contract and to the entire satisfaction of the BHEL. As the construction site is inside BHEL premises under security, Contractor shall obtain necessary permissions/security passes/tea/snacks/lunch coupons for his material, equipment, workmen as prescribed by BHEL during currency of contract. Contractor shall specify the plant and machinery such as a pan mixer, vibrators, steel shuttering etc., that he would brought on the work site through proper entry records through BHEL gate. Separate challan/records shall be maintained for returnable & non-returnable items. Contractor shall strictly follow all contractual and statutory obligations as stipulated in this tender.
- (b) The contractor will be required to make agreement with BHEL on Non-Judicial stamp paper of Rs.100/- as per Annexure-'F' and Annexure-'G' for Indemnity bond.
- (c) The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed.
- (d) Material reconciliation statement to be submitted by the contractor as & when required by BHEL.
- (e) The contractor shall make himself or his representative available at the work spot everyday during execution for effective supervision of work and day to day co-ordination with BHEL w.r.t. progress of work.
- (f) All debris and surplus materials 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 and cleared before payment of final bill.

28. Water shall be provided through the existing outlets in factory water supply line. Any other modification on the supply line for getting the water shall be arranged by contractor itself at own cost only after getting the approval from the engineer incharge. More over contractor has to ensure the availability of water before carrying out the work and if it is not possible to

Name & Signature of Bidder

Page 36

CFP, RUDRAPUR



Seal

provide the water at site through existing outlet/extension, then contractor has to make borehole arrangement at its own cost for ensuring water availability at site. Power will be given at one point. All extensions/other things are to be arranged by the Contractor. Water will be charged @ **Re. 1 per thousand of gross value of the bill. Electric supply on chargeable basis** at prevalent rates of UPCL shall be provided by BHEL for power required for contractors' lighting/machinery for carrying out work at site at the written request of the contractor at suitable point(s) subject to the observance of rules and regulations of Electricity board / BHEL.



(VII)

ANNEXURES



CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

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

1.	Name & Address of the Bidder	
2.	E-mail ID: Phone Nos.(Office):	
3.	Name & designation of the official of the tenderer to whom all the references shall be made	
4.	Tenderer's proposal No. & date	
5.	Whether EMD submitted (By cash/ Bank Draft). Give detail.	
6.	Tender submitted in two parts viz.,(i) Techno-commercial bid & (ii) Price bid as per cl. 3 of SCC	Yes/No
7.	Validity of offer/rates quoted for six months as per cl.10 of SCC	Yes/No
8.	Details of experience in the format at Annexure `B`	Yes/No
9.	Declaration sheet in format at Annexure `C`	Yes/No
7.	Financial Status in the format at Annexure `D`)	Yes/No
8.	Permanent account Number	
10.	Attested copy of power of attorney, in case the tender is signed by an individual other than the sole Proprietor/ CEO of company/ partner in case of proprietorship firm	Yes/No
11.	Details about type of the firm	mention name, experience, address and nature of business in case of Individual / Partnership deed / Certified copies of memorandum and Articles of Association with names, addresses of the Directors in case of Company
12.	Bank A/c Details(enclose a cancelled cheque or a copy of cheque duly signed)	Account no.: Name of Bank: Branch: IFS Code:
13.	P.F. Code No	
14.	Service Tax Registration Number(PAN based)	
15.	ESI policy no.	
16.	Valid labour license no. & date	
17.	Blank price-bid(Ref. clause 3 of SCC)	

Name & Signature of Bidder



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ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

Sl. No	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Contract value	Date of completion

Name & Signature of Bidder

Page 40

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

DECLARATION SHEET

I,on behalf of M/s..... hereby certify that, all the information and data furnished by us with regard to this Tender No. is true and complete. We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.

We, further declare that, the rates quoted by us in price bid are unconditional and unambiguous.

Date

Name & signature of the bidder
(Seal)



FINANCIAL STATUS

1.	Owner’s capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years (As per audited account). Year 1 Year 2 Year 3	Rs. Rs. Rs.
3.	Value of fixed Assets of the business in last three years. Year 1 Year 2 Year 3	Rs. Rs. Rs.
4.	Guarantee limits (if any) enjoyed by the firm	Rs.
5.	Over draft limits (if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor’s financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8.	PERMANENT ACCOUNT NUMBER:	

Note: All the above documents should be duly certified by auditors / Banks as the case may be.



						ANNEXURE E
BOQ & SCOPE OF WORK FOR CONSTRUCTION OF BOUNDARY WALL ALONG WITH SERVICE ROAD & WATCH TOWER IN BHEL PLANT PREMISES (exclusive of service tax)						
Sl nos	Item/D SR 2013 code no.	Description of work	quantity	Unit	rate	Amount
1	2.8	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m inwidth or 10 sqm on plan), including dressing of sides and ramming ofbottoms, lift upto 1.5 m, including getting out the excavated soil anddisposal of surplus excavated soil as directed, within a lead of 50 m.				
2	2.8.1	All kinds of soil.	88.30	cum		
3	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
4	4.1.3	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	37.18	cum		
5	2.25	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 upto 50 m and lift upto 1.5 m.	69.44	cum		
6	2.28	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.				
7	2.28.1	All kinds of soil	32.06	100 sqm		
8	5.22	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete upto plinth level				
9	5.22.6	Thermo-Mechanically Treated bars	4320.40	Kilog ram		
10	16.15	Supplying at site :				
11	16.15. 1	R.C.C. Standards post/ struts/rails/ pales of mix 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 12.5 mm nominal size) with wooden plugs or 6mm bar nibs wherever required as per direction of Engineer-incharge(cost of earth works in excavation, concrete works in foundation to be paid separately).	13.03	cum		

Name & Signature of Bidder

Page 43

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

12	5.16	Providing, hoisting and fixing up to floor five level precast reinforced cement concrete in shelves, including setting in cement mortar 1:3 (1 cement :3 coarse sand), cost of required centering, shuttering and finishing with neat cement punning on exposed surfaces but excluding the cost of reinforcement, with 1:2:4 (1 cement : 2coarse sand : 4 graded stone aggregate 12.5 mm nominal size).	28.20	cum		
13	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	520.70	kg		
14	13.63	Painting with aluminium paint of approved brand and manufacture to give an even shade .				
15	13.63.1	Two or more coats on new work	19.72	sqm		
16	16.18	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per100 m (minimum), between the two posts fitted and fixed with G.I.staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used.				
17	16.18.1	With G.I. barbed wire	1097.60	metre		
18	2.31	Clearing jungle including uprooting of rank vegetation, grass, brush wood,trees and saplings of girth upto 30 cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	672.00	100 sqm		
19	2.33	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material.				
20	2.33.1	Beyond 30 cm girth upto and including 60 cm girth	10.00	each		
21	16.53	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S.angle, C.C. blocks shall be paid separately)	145.00	metre		

Name & Signature of Bidder

Page 44

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

22	13.43	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :				
23	13.43.1	Water thinnable cement primer	1019.20	sqm		
24	13.44	Finishing walls with water proofing cement paint of required shade :				
25	13.44.1	New work (Two or more coats applied @ 3.84 kg/10 sqm)	1019.20	sqm		
26	5.9	Centering and shuttering including strutting, propping etc. and removal of form for :				
27	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	190.38	Sqm		
		(Service road 3.5m width)				
28	2.8	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 upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
29	2.8.1	All kinds of soil.	1552.50	cum		
30	16.1	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the subgrade and disposal of surplus earth with lead upto 50 metres.	4140.00	Sqm		
31	16.11	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete with power road roller of 8 to 12 tonne.interstices or voids in stone shall be filled up with sand.	3622.50	Sqm		
32	5.22	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete upto plinth level				
33	5.22.6	Thermo-Mechanically Treated bars	15525.00	kilogram		
34	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
35	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	452.81	cum		

Name & Signature of Bidder

Page 45

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

36	19.6	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 :				
37	19.6.3	250 mm dia. R.C.C. pipe	258.75	Rm		
38	2.25	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 upto 50 m and lift upto 1.5 m.	310.50	Cum		
39	5.9	Centering and shuttering including strutting, propping etc. and removal of form for :				
40	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	349.83	Sqm		
41	16.45	Providing and fixing in position pre-moulded joint filler in expansion joints/construction/contraction.	qnty	per cm depth per cm width per m length		
42	16.46	Providing and laying in position bitumen hot sealing compound for expansion joints etc.				
43	16.46.1	Using grade 'A' sealing compound.	qnty	per cm depth per cm width per m length		
44	15.7	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				
45	15.7.4	In cement mortar	Qnty	cum		
46	15.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				

Name & Signature of Bidder

Page 46

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

47	15.2.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	Qty	cum		
48	12.41	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.				
49	12.41.2	110 mm diameter	Qty	metre		
50	19.32	Making soak pit 2.5 m diameter 3.0 metre deep with 45 x 45 cm dry brick honey comb shaft with bricks and S.W. drain pipe 100 mm diameter, 1.8 m long complete as per standard design.				
51	19.32.1	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	qnty	each		
52	11.3	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.				
53	11.3.1	40 mm thick with 20 mm nominal size stone aggregate	qnty	sqm		
54	6.4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :				
55	6.4.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	qnty	cum		
56	13.1	12 mm cement plaster of mix :				
57	13.1.2	1:6 (1 cement: 6 fine sand)	qnty	sqm		
58	13.2	15 mm cement plaster on the rough side of single or half brick wall of mix :				
59	13.2.2	1:6 (1 cement: 6 fine sand)	qnty	sqm		
		Watch tower				
60	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	21252.00	kg		
61	10.25	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.				
62	10.25.1	In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, all complete	14600.00	kg		

Name & Signature of Bidder

Page 47

CFP, RUDRAPUR



Seal

TENDER NOTICE NO. CFP/CIVIL/CAP/2014-15/01 dt: 22/08/14

63	10.26	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer.				
64	10.26.1	M.S. tube	1720.00	kg		
		Foundation work				
65	2.8	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 upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
66	2.8.1	All kinds of soil.	158.40	Cum		
67	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinthlevel :				
68	4.1.9	1:4:8 (1 cement : 4 fine sand : 8 graded stone aggregate 40 mm nominal size)	2.88	Cum		
69	2.27	Supplying and filling in plinth with Jamuna sand under floors, including watering, ramming, consolidating and dressing complete.	2.88	Cum		
70	2.25	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 upto 50 m and lift upto 1.5 m.	101.20	Cum		
71	2.28	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.	28.60	100 Sqm		
72	2.28.1	All kinds of soil				
73	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
74	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	14.22	Cum		
75	5.22	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete upto plinth level.				
76	5.22.1	Mild steel and Medium Tensile steel bars	531.92	Kg		
77	5.9	Centering and shuttering including strutting, propping etc. and removal of form for :				
78	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	76.80	Sqm		
79	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers	26.56	Sqm		
		ENAMEL PAINT				

80	13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
81	13.61.1	Two or more coats on new work	384.00	sqm		
					Total	

In word _____



CONTRACT

(To be issued in appropriate valid non –judicial stamp paper issued from State of Uttar Pradesh)

THIS AGREEMENT MADE THIS..... DAY OF 20.... Between BHARAT HEAVY ELECTRICALS LIMITED, RUDRAPUR (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

..... (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

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

That the Contractor shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexures, Letter of Intent dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid upto for a sum of Rs..... (Rupees) towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee bearing No..... Dated for a sum of Rs..... (Rupees.....) executed byBank in favour of BHEL towards Security Deposit valid up to.....(The Contractor has furnished to BHEL an initial Security Deposit of Rs..... in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by BHEL..... @ 10% of the value of work done from each running bill till the entire security deposit is recovered).

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

Name & Signature of Bidder

Page 50

CFP, RUDRAPUR



Seal

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
 - (b) Contractor's Offer No.....date.....
 - (c) Letter of Intent No..... date
 - (d)
- shall also form part of & shall govern this Agreement.

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

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

WITNESS: -1.

2.

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, RUDRAPUR

1.

2.



(TO BE EXECUTED ON A NON- JUDICIAL STAMP PAPER OF VALUE OF Rs 100/-)

PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

BANK GUARANTEE BOND
WAM 28
(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through CFP-Rudrapur Division (hereinafter called ‘the Company’) having agreed to exempt _____ (hereafter called ‘the said Contractor’ which term includes ‘Suppliers’ for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereafter called ‘the said Agreement’) of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

(Indicate the name of the Bank)
(hereinafter referred to as ‘the Bank’) at the request of _____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ .

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the Guarantee (Indicate the name of the bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be

Name & Signature of Bidder



enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that
(Indicate the name of the bank)
the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We _____ lastly undertake not to revoke
(Indicate the name of the bank)
this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____
(Indicate the name of the Bank)

(Not to be typed on Bank Guarantee).

1. The Bank Guarantee should be from a Nationalized Bank.
2. The Bank Guarantee has to be directly sent by the Banker to BHEL with a covering letter.
3. Date of execution of B.G. should be after the date of purchase of the Non Judicial stamp paper.

INDEMNITY BOND

WHEREAS THE (Name of the contractor) M/s. _____, having its registered office at, _____ has taken the contract for tender NO.....dated & Contractor's Offer No.....datedbut the sub-contractors have also to obtain license under the contract Labour (Regulation & Certificate under Form-V of the said rules.

So on the request of (Name of the contractor) M/s.....vide his letter datedM/s Bharat Heavy Electricals Limited, RUDRAPUR has agreed to issue certificate in Form-V in respect of the sub-contractor mentioned below. The contractor shall sole responsible for compliance of laws normally Labour laws rules , Industrial law, U.K. Factory act 1948, Contract labour (Regulation & abolition act) 1976 for applicable to U.K. industries. Similarly the contractor shall also be responsible /indemnify if any claim /demand raised by authority of all U.K. state under central acts namely M/s, therefore, undertake to fully indemnify M/s Bharat Heavy Electricals Limited, RUDRAPUR from any financial implication whatsoever that may arise due to the grant of certificate in respect of sub-contractors of (name of the contractor in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Contractor

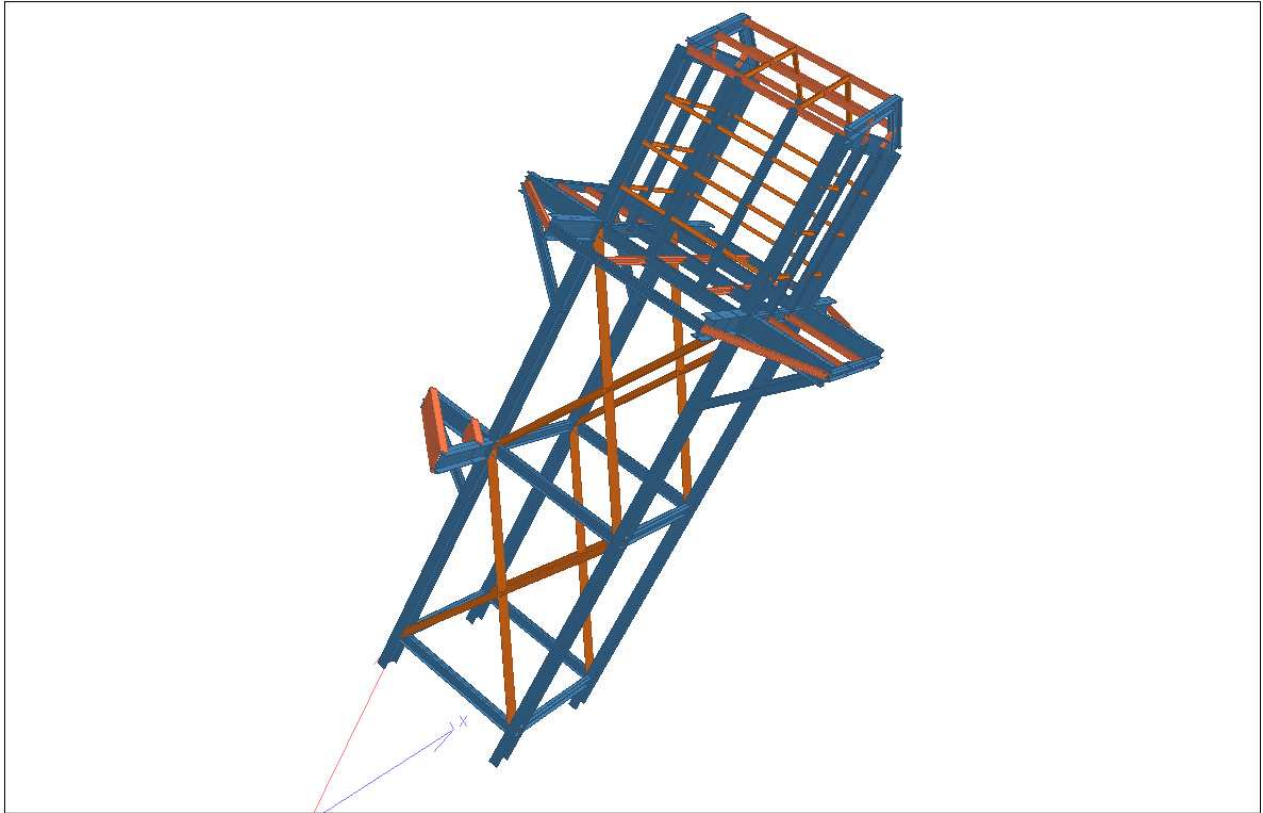
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3D Rendered View

