



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975523011E

WORKS CONTRACT MANAGEMENT

NOTICE INVITING TENDER	
Tender Notice No	975523011E, Dated: 08.05.2023
Nature of work	Operation and Maintenance of Reservoir Pump House for Two Years in Township, BHEL, Ranipet
Type of tender	Open tender (Two part bid)
Period of contract	Two Years from the date of commencement of work
Estimated cost of work	INR 56,95,439.66 /- (INR Fifty-Six Lakh Ninety-Five Thousand Four Hundred Thirty-Nine and Paise Sixty-Six Only), excluding GST @18%
Earnest Money Deposit (EMD) Amount	INR. 1,13,500/- (INR One Lakh Thirteen Thousand Five Hundred only). MSE vendors also have to pay EMD
Last date & Time for Receipt of the Tender	13/05/2023 at 11.00 Hrs
Date of Technical bid Opening	13/05/2023 at 16.00 Hrs. onwards
<i>(Please obtain updated information from the e-Procurement portal about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Submission of Tender	Online submission thro' BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app
Tender Opening	Online through e-Procurement Portal
Note:	
1. The Tender documents can be downloaded at free of cost from BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app and also BHEL website (https://www.bhel.com/ tenders).	
2. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only.	
3. Bidders shall keep themselves updated with all such developments.	
4. BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. BHEL, Ranipet also reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.	
5. BHEL will finalize the contract through Price bids in NIC portal instead of Reverse Auction.	
6. Contract will be awarded to Single Party only.	

Tenderer should sign and affix seal in all the pages of this tender and all supporting document

We hereby accepted above
(signature & seal of bidder)



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CHAPTER 1

SCOPE OF WORK

**Operation and Maintenance of Reservoir Pump House for Two
Years in Township, BHEL, Ranipet**

(SCHEDULE – A): LIST OF WORKS AND PRICES

Details and quantities of each item shown in the bill of quantities here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the bill of quantities attached hereto.

SL.NO	APPROXIMATE QUANTITY	DESCRIPTION OF WORK	SPECIFICATION	RATE	UNIT	AMOUNT
Refer Tender Document Chapter 11 (BOQ)						

(SCHEDULE – B): FREE ISSUE OF MATERIALS FROM BHEL

SL.NO.	DESCRIPTION	PLACE OF SUPPLY	ISSUE / RECOVERY RATE
----- NIL -----			

(SCHEDULE – C): LIST OF TOOLS AND PLANTS TO BE ISSUED ON HIRE TO CONTRACTOR

SL.NO	QUANTITY	PARTICULARS	HIRE CHARGES PER UNIT PER DAY OF 8 HOURS	PLACE OF ISSUE	REMARKS
----- NIL -----					

(SCHEDULE – D): LIST OF DRAWINGS TO BE ISSUED TO CONTRACTOR

SL.NO	DRAWING NUMBER	DESCRIPTION	REVISION
----- NIL -----			

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CHAPTER 2

PRE-QUALIFICATION REQUIREMENTS (PQR)

- 1) **EMD amount of INR. 1,13,500/- (INR One Lakh Thirteen Thousand Five Hundred only) to be submitted. MSE vendors also have to pay the above EMD amount. (Refer clause no 1 of Instructions to Bidders).**
- 2) The tenderer's average annual financial turnover during the last three financial years ending 31st March 2022 should not be less than 30% of the estimated value (**INR 17.09 Lakhs**) of this work and the tenderer shall submit copies of balance sheet and Profit & Loss Account Duly Certified by Chartered Accountant for the last three financial years [for Financial Year 2019- 20 & 2020-21 & 2021- 22] as proof of turnover.
- 3) The tenderer should have experience in successful completion of similar works (Similar work means "Any Civil work done in any government organization / PSU / Private Sector Companies) during the last 7 years as on date of publication of Tender, should be either of the following.

Three similar completed works each costing not less than 40% of the estimated value of this work. (**INR 22.78 Lakh or more**)

OR

Two similar completed works each costing not less than 50% of the estimated value of this work. (**INR 28.48 Lakh or more**)

OR

One similar completed work costing not less than 80% of the estimated value of this work. (**INR 45.56 Lakh or more**)

All the above values in INR are excluding GST

DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT

- a) Complete tender document in all respects duly signed & sealed on each and every page by the authorized signatory of the tenderer as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested Copy of the valid PAN card and Certificate of Registration of GST
- c) Self-attested Copy of Balance Sheet and profits & loss Account statements duly certified by CA of last three financial years i.e. **[for Financial Year 2019-2020 & 2020-21 & 2021- 2022]**.

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- d) Self-Attested copies of acknowledgements of IT return of last three financial years i.e. **[for Financial Year 2019-2020 & 2020-21 & 2021- 2022]**.
- e) Self-attested Copies of Work Orders/ Award letters/ LOI/ Contract Agreement along with certificates of successful completion in support of proof of experience for the works executed by the tenderer during last 7 years ending on the date of publishing of this tender.

BHEL reserves the right to cross check the documents from the issuing department, and/or call for any additional documents including Bank Statement for verification.

Note:

- I. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- II. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- III. Bidder shall visit the Plant before submitting their offer to get to know the location for deploying suitable personnel for these works & understanding the scope of work (if required).
- IV. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
- V. Offers of the Contractors/Suppliers, against who, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.
- VI. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

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CHAPTER 3

Quality and Technical Specifications Requirement

S. No	Description	Supplier compliance Yes/No	Remarks, if any
----- NIL -----			

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CHAPTER 4

CHECK LIST

(to be filled by Bidder)

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
6	PAN no and documentary proof (Photo copy has to be enclosed)	
7	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
8	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
9	Applicable GST quoted Note: Please refer clause no.12 (page no. 2) of Special Instructions of this Tender regarding GST.	CGST@ _____ % SGST@ _____ % IGST@ _____ % GGST@ _____ % CESS@ _____ %
10	EMD Details	
11	MSE Details (if applicable)	
12	Start Up details (if applicable)	

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CHAPTER 5

INSTRUCTIONS TO BIDDER

1. Earnest Money Deposit (EMD) amount of **INR 1,13,500/- (INR One Lakh Thirteen Thousand Five Hundred only)** must be accompanied with the tender in the form of:
 - a) Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
 - b) Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address before tender opening date:

**EXECUTIVE / WCM DEPARTMENT,
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET, Ranipet DISTRICT,
TAMIL NADU– 632 406.**

Tenders must be addressed to the Executive / WCM in a sealed cover by super scribing the tender enquiry number on the cover. Also scanned copy of EMD to be submitted along with the technical bid.

- c) Pay online (SBI Collect)
 - i. Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
 - ii. Click "Proceed" button
 - iii. Select "Tamil Nadu" in the drop down menu under "State of Corporate/Institution".
 - iv. Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
 - v. Click "Go" button
 - vi. Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
 - vii. Click "Submit" Button
 - viii. Select "EMD" in the drop down menu under "Select Payment Category"
 - ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

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d) Bidders can pay EMD through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

- MSE bidders also have to pay EMD amount.**
- The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
- In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- “No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL”.
- “BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit”.
- Bidders have to submit their offers through BHEL e-procurement portal only. Bidder has to quote total lump sum value excluding GST & GST % as per BOQ.**
- The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
- Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder’s relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
- If the contractor deliberately, gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.

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12. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
14. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
15. Tender can be cancelled at any stage due to unavoidable circumstances.
16. **The evaluation currency for this tender shall be INR.**
17. **Multiple Bids: -**

The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party
- b) If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

18. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
19. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
20. **Suspension of Business dealings with Suppliers:**

Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of

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offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

21. Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

22. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.

23. **QUOTING: The tenderer should quote at par or above the estimate value only. The offer below the estimate value shall be rejected.**

24. The tenderer should quote the total lump sum price for the entire contract scope. Percentage allocation against each rate schedule is provided in price bid for your quoting purpose. Individual schedule rates so derived based on the total lump sum price shall be deemed to be the contract rate for all purpose.

25. While quoting tenderer has to consider their profit margin, cost of personal protective equipment (PPE), cost of uniform if any.

26. While quoting tenderer has to consider man-days on round the clock basis. **Price bid opening is through NIC sealed bids instead of Reverse Auction.**

27. The rates quoted in the tender shall remain **valid for a period of three months from the date of technical bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.

28. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.

29. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., they shall at once contact the authority inviting the tender for clarification before the submission of the tender.

30. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.

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31. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
32. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
33. **The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.**
34. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
35. The following points shall be taken note while quoting the rates:
 - a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - b) Sufficient manpower along with other resources to be provided.
 - c) No work kept unfinished in shift.
 - d) Contractor should not claim for any variation in quantity.
 - e) At the end of completion, the contract may be extended on mutual agreement.
36. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
37. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
38. Incomplete offers shall become liable for rejection.
39. EMD by the tenderer will be forfeited if
 - (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
40. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
41. The tenderer should fill and sign the "checklist of this Tender document" which forms part of the technical bid.
42. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
43. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
44. BHEL reserves the right to negotiate with L1 bidder.

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45. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
46. **MSE CLAUSE:** - MSE suppliers can avail the intended benefits only if they submit attested copies of UDYAM certificate/ Valid NSIC registration certificate along with the offer. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. The above required documents are to be uploaded on e-procurement portal.
47. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
48. Discrepancy in "words "& "Figures ":
- 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.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
49. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
50. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

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51. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
52. The **“GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER”** shall be deemed to form an integral part of contract for the work to be entered into.
53. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
54. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
55. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the sufficient manpower to carry out works in accordance with the instructions of the user department or any other official designated by them, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
56. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
57. Offers received with any deviation or without relevant information are liable to be rejected.
58. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
59. The price quoted for this tender must be inclusive of all taxes and duties.
60. The acceptance of the offer by BHEL is based on the EMD within the time limit prescribed by BHEL.
61. **AGREEMENT**: The tenderer after award of work by BHEL through letter of intent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100/-. The cost of stamp paper will be borne by contractor.
62. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
63. **STAMPING THE AGREEMENT**: The expenses of completing and stamping the agreement are borne by the contractor.
64. **Clause in case of Tie:**

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“In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.’

65. Rate quoted shall be inclusive of all like cost of materials, taxes on materials, cost of labours, carriage of materials at site and incidental charges etc. complete but excluding GST. The rate of GST shall be quoted separately in same price bid format.
66. The applicable GST (as quoted by the tenderer / limited to applicable tax, whichever is lesser) can be claimed from BHEL along with their monthly bills for further payment to be made for the authorities concerned. In case of reverse charge applicability, BHEL will not reimburse to the tenderer the reverse charge of GST paid by BHEL
67. The tenderer, while quoting rate, take into the account the likely expenditure in complying with statutory compliances like PF & ESI contribution, Minimum Wages, Bonus, Holiday & EL wages including related laws and the expenditure. The tenderer shall refer to the General Conditions of Contract which forms a part of NIT in this regard.
68. The contractor shall strictly comply with all statutory regulations relating to labour laws like ESI, PF Contract Labour License (if applicable), and Minimum Wages Act etc. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance. The minimum wages shall be as per Tamil Nadu: Please note that the minimum wages are normally revised by the authorities from every year in the month of April.
69. The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
70. For any tender related clarifications contact 04172 283594 / 04172 284101. Email Id: amarjeet@bhel.in ; gowthaman@bhel.in.
71. For scope of work /BOQ related queries contact 04172 284792. Email Id: smkaviya@bhel.in
72. **The bidder participating in the tender shall visit BHEL and discuss with concerned officials for clear understanding of the work requirement/Manpower before submitting their offers.**

WCM is arranging this contract as a nodal agency.
Execution of work, Bill Certification, Bill passing, Payment,
Penalty, Contract closing etc., is the responsibility of end user.

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CHAPTER 6

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT – WCM

1. The contractor has to bring adequate manpower for carrying out and completion of the daily activities/works that are assigned by the concerned department (MTD) officials specified in the Tender Schedule. The manpower may be increased or decreased depends upon quantum of work. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
2. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
3. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
4. The minimum safety equipment's required to be provided for the contractor's workmen under this contract are safety boots, leather hand gloves, welding screen, welding/cutting goggles and apron. It is the responsibility of the contractor not only to provide the work force with such safety equipment's at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
5. As required under the Tamil Nadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
6. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a

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number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.

7. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
8. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
9. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamil Nadu Government under the minimum wages Act applicable for Engineering and Fabrication industry from time to time.
10. The contract labourer's shall also be allowed paid Weekly Off as per rules.
11. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
12. **GST:** -

Registration & GST Rate:

The quoted rate for the work shall be inclusive of all taxes other than GST.

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- e) The tenderer has to quote GST rate extra as applicable in the tabulation given in the Price Bid. If GST is not indicated separately in the price bid schedule, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly
- f) In case of reverse charge applicability, BHEL will not reimburse to the tenderer the reverse charge of GST paid by BHEL.

Note: Any statutory variation in GST rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

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Invoicing & Payment:

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
- i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - ii. HSN Code or Service Accounting Code for supply of goods or services.
 - iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availing of Input Tax Credit by BHEL.

Input tax credit:

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify

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the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

13. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
- i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.

The minimum wages Act 1948 and the related Tamil Nadu Rules.

- ii. The payment of wages Act 1936 and the related Tamil Nadu Rules.

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- iii. The Factories Act 1948 and the related Tamil Nadu Rules.
- iv. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- v. The Employees State Insurance Act 1948.
- vi. The workmen's Compensation Act 1923.
- vii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

c) REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- i. The name of the contractor.
- ii. Nature of contract work.
- iii. Period of work.
- iv. Number of maximum labour employed by him on any one day.
- v. License No. and date (applicable in case of contractors employing 20 or more worker)
- vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- d) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- g) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- h) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

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i) Minimum daily wages to be paid by the contractor (in INR)

Daily Rate Wages Calculation w.e.f 01.04.2023 with Subsumed Adhoc			
Description	UNSKILLED	SEMI-SKILLED	SKILLED
Basic Pay	255.00	265.00	273.50
Monthly Dearness Allowance	255.73	255.73	255.73
BHEL Adhoc per month (Subsume Rs 424+508=932)	87.23	106.46	121.85
Total wages	597.96	627.19	651.08
PF contribution @ 13% on total wages by employer *	77.74	81.54	84.64
ESI Contribution @ 3.25% on total wages by employer	19.43	20.38	21.16
Bonus @ 8.33% on (Basic + DA)	42.54	43.38	44.08
EL Portion Per day	29.90	31.36	32.55
Total Amount	767.57	803.85	833.52

Additional Payment for contract workmen will be subsumed with any future increase in Dearness Allowance / Basic wages.

The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL Adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon

- j) Payment of Bonus to be ensured as per Bonus act. The contractor has to pay the wages to their workers through worker's Bank account only.
- k) The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.
- l) The statutory requirements like PF (with sealing of Rs. 15,000), ESI will be applicable for the actual total wage per month inclusive of BHEL Adhoc. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- m) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- n) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- o) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

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- p) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- q) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- r) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
- s) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge each month.
- t) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- u) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
- i. Serial Number
 - ii. Location
 - iii. Period of work
 - iv. No. of contract labour engaged during the month
 - v. No. of days worked
 - vi. No. of man days worked
 - vii. Wages paid to his/her workers
- The above statement shall be furnished to BHEL management at the end of every month
- v) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
- i. Register of persons employed by the contractor.
 - ii. Employment Card.
 - iii. Service Certificate.
 - iv. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- w) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.

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- x) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- y) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- z) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.

- aa) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- bb) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- cc) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- dd) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- ee) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- ff) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- gg) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- hh) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the

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reminder of the calendar year. This leave will be admissible only during the subsequent calendar year.

- ii) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu contract labour Rules.
- jj) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- kk) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- ll) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- mm) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 0.75% of wages to be recovered from his/her workmen and 3.25% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paisa.
- nn) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- oo) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
- pp) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

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- qq) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- rr) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- ss) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- tt) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- uu) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- vv) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
- ww) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
14. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.
15. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
16. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

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17. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR

- a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
 - b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
 - c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
 - d) No material of any kind shall be dropped or allowed to be dropped from any height.
 - e) Defective ladders shall not be used at all.
 - f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
 - g) The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
 - h) Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
 - i) The working area shall be kept clean and free from all obstructions.
 - j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.
 - k) The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
 - l) All safety precautions are to be taken by the contractor at his cost. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.
18. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender or as per concerned department instructions.
19. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
20. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They

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may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.

21. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
22. The expenses for completing and stamping the agreement shall be to the contractor's account.
23. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
24. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
25. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
26. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
27. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
28. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
29. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
 - a) Muster Roll

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- b) Register of Wages
- c) Register of Deductions
- d) Register of Overtime
- e) Register of Fine
- f) Register of Advance
- g) Wage slips
- h) Register of Accidents
- i) Register of Leave with Wages
- j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

30. In case a contract labourers meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
31. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
32. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
33. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
34. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
35. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
36. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.

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- 37. Contractor has to ensure strict compliance of biometric recording through fingerprint for their labourers. Contractor also has to ensure that all their labourers record their attendance while entering/exiting factory premises.**
38. Penalty Terms: LD at the rate of 0.5% of Contract value per week delay in completion of the contract, subjected to maximum ceiling of 7.5% of Contract value shall be levied. (as per "GENERAL CONDITIONS OF CONTRACT FOR LUMPSUM ITEM RATE AND PERCENTAGE CONTRACT", Clause 41, Compensation of Delay in Page No.20)
- 39. Payment Terms:**
Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-charge. First Running bills will be initiated only after Completion of 30% of work duly Certified by Engineer-in-charge.
Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement. Finance will process such bills and release the payment for Non-MSE vendors within 90 days (in case the tender floated through NIC) and within 60 days in case of GeM tender for MSE vendors payment will be made within 45 days from the date of submission of bills with all necessary supporting documents.
40. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT – CIVIL

- 1) **PRICE VARIATION:** Tenderer shall not increase their quoted rates in case the BHEL negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer up to the expiry of validity of rates. The final rates agreed by BHEL will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed. Adhoc amount for contract workmen to be subsumed with any increase in Dearness Allowance / Basic wages.
- 2) **PRE-BID CLARIFICATIONS:**
 - a) WCM shall be contacted for clarifications of any doubts, on any conditions of the contract through e-mail: amarjeet@bhel.in ; gowthaman@bhel.in
 - b) Any modification arising out of the clarifications shall be formalized by issue of amendments to the Tender Documents in BHEL web site through corrigendum.
 - c) Tenderers are requested to visit the site before quoting to assess the nature and volume of work involved.
- 3) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of opening of the techno- commercial bid.
- 4) **EVALUATION CRITERIA:** Evaluation of the tender will be done on overall quote basis inclusive of GST. Order will be placed on overall L-1 rate for complete work.
- 5) **CORRECTION IN ARITHMETIC ERROR:** In case of error in calculation in quoting the rates by tenderer, correction shall be done as below:
 - a) If, in the price quoted, there is a discrepancy between boxes of (1) ABOVE, (2) BELOW & (3) AT PAR ticked by the tenderer and the sub total done, the subtotals shall prevail and tick by tenderer will be ignored.
 - b) If there is a discrepancy between writing the percentage and the value of percentage calculated on estimated value, the percentage figure shall prevail and calculation shall be corrected provided the same percentage is written in words also. Unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the percentage rate, in which case the calculated price as quoted shall govern and the percentage rate corrected accordingly.
 - c) 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

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- d) If there is a discrepancy between words and figures in quoting the percentage, 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.
- e) If there is such discrepancy in an offer, the same shall be conveyed to the tenderer with target date up to which the tenderer has to send his acceptance on the above lines and if the tenderer does not agree to the decision of BHEL, the bid is liable to be rejected.
- 6) **EARNEST MONEY DEPOSIT (EMD):** Tenderer (including MSME) must submit **EMD of INR 1,13,500/- (INR One Lakh Thirteen Thousand Five Hundred only)** in a separate sealed envelope along with techno-commercial bid (Part-I). Tenders without EMD shall be rejected summarily.

Earnest Money is to be paid by each tenderer **(including MSE)** to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work. EMD shall not carry any interest. EMD by the Tenderer will be forfeited if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI / Contract.

EMD shall be furnished only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act.
- b) Electronic Fund Transfer credited in BHEL account.
- c) Banker's Cheque / Pay Order / Demand Draft in favour of BHEL, payable at Ranipet.
- d) In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- e) BHEL has now made arrangements for payment **of EMD thru' Online**: The steps to make online payment for EMD are detailed as below:
- i) Visit <https://www.onlinesbi.com/prelogin/collecthome.htm>
- ii) Click 'Proceed' button.
- iii) Select 'Tamil Nadu' in the drop down menu under 'State of Corporate / Institution *'
- iv) Select 'PSU-PUBLIC SECTOR UNDERTAKING' in the next drop down menu under "Type of Corporate / Institution"
- v) Click 'Go' button

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- vi) Select 'BHEL BAP RANIPET' in the drop down menu under "PSU – PUBLIC SECTOR UNDERTAKING"
- vii) Click 'Submit' Button
- viii) Select 'EMD' in the drop down menu under 'Select Payment Category'
- ix) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

Note: One Time EMD is not applicable for this tender. If you have already deposited One Time EMD with BHEL-Ranipet / with any other unit of BHEL, the same shall not be considered for this tender. The tenderer has to pay separate EMD for this tender without fail)

- 7) **CONTRACT PERIOD:** A contract agreement shall be signed by the successful tenderer before the start of work. The contract period will be for **TWO YEAR (24 Months)**. Entire work has to be completed within the contract period failing which liquidated damages (L.D.) will be imposed.
- 8) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of minimum **Rs 100/-**. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for the contract period of **TWO YEAR (24 Months)**. However, this Agreement may be terminated earlier by BHEL at any time by giving one month's notice to the Contractor due to any failure on the part of the Contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. The Contract Agreement will be governed by the BHEL General Conditions of Contract in force (GCC).
- 9) **GUARANTEE / MAINTENANCE PERIOD:** The guarantee / maintenance period is Nil for this contract. The full Security Deposit (SD) amount will be released after completion of contract.
- 10) **SECURITY DEPOSIT:**
 - a) The total amount of **Security Deposit (SD) will be 5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
 - b) 50% of the required Security Deposit, including the EMD, shall be collected before the start of the work. The balance amount to make up the required Security Deposit of 5% of the contract value may be submitted in the following forms:

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- i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of scheduled banks (subject to realization)
 - iii. Pay order / Demand draft / Electronic fund transfer in favour of BHEL,
 - iv. Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - v. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
 - vi. Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL).
- c) Balance of the Security Deposit can also be collected by deducting **10%** of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

(Note: BHEL will not be liable or responsible in any manner for the collection of Interest or renewal of the documents or in any other matter connected therewith.)

- d) Security Deposit shall be released to the Contractor upon fulfillment of Contractual obligations as per terms of the Contract.
- e) Security Deposit shall not carry any interest.
- f) If the value of work done any time exceeds the contract value, the excess amount of Security Deposit so calculated shall be recovered from the contractor.
- g) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

11) QUANTITY VARIATION:

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- a) The quantity of item in BOQ may vary on either side i.e. below or above due to prevailing condition at the time of execution of contract and contractor shall not claim any compensation due to quantity variation.
- b) Some of the item(s) may not be executed due to prevailing condition, and contractor shall not claim any compensation due to non-execution of any item (s).

12) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

- a) Water and Electricity required for the work will be given by BHEL from the nearest tapping point at the recovery rates specified below. The contractor should make necessary arrangement for tapping the same at his own cost.
- b) The recovery rates towards the cost for these facilities will be 1.00% for water charges and 0.50% for electricity charges will be effected from the bills on the executed value as certified by the Engineer- in-Charge based on the usage of power and water.
- c) In case the above facilities are not provided by BHEL, the contractor has to arrange these facilities at his own cost and the recovery rates of 1.00% for water and 0.50% for electrical charges will not be effected on the executed value as certified by the Engineer- in-Charge.
- d) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer-in-charge.
- e) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

13) **PAYMENT TERMS:**

- a) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-charge.
- b) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor or his duly authorized representative.
- c) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.

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- d) Measurement shall be taken jointly by Engineer-in-charge or his authorized representative on the part of the BHEL & the contractor.
- e) The contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.
- f) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- g) No advance payment or the payment for mobilization of work will be made to the contractor.
- h) No payment shall be made for the work done without the permission of Engineer-in-charge.
- i) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in a month.
- j) After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
- k) Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement,
- l) Finance will process such bills and release the payment as per following schedule
 - 1) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-charge.
 - 2) First Running bills will be initiated only after Completion of 30% of work duly Certified by Engineer-in-charge.
 - 3) Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement. Finance will process such bills and release the payment for Non-MSE vendors within 90 days (in case the tender floated through NIC) and within 60 days in case of GeM tender for MSE vendors' payment will be made within 45 days from the date of submission of bills with all necessary supporting documents.
- m) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer in-charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- n) Payment of GST will be made on actual applicable GST rate.
- o) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.

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- p) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- q) All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules.
- r) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- s) BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the security Deposit furnished by the Contractor under this contract or any other contract.
- t) All the bills of contractors will be cleared by Finance department subject to production of "Clearance certificate" by the contractors in respect of compliance of all statutory requirements, issued by IR section of Human Resource Department.

14) PROGRESS OF WORK AND L.D. FOR DELAY:

- a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time.
- b) In case work is not completed within schedule completion, the L.D. shall be imposed at the rate of **½ %** of **total contract value** per week of delay.
- c) However, the total penalty due to delay will be up to maximum **7 ½ %** of total contract value.

15) TECHNICAL SPECIFICATIONS & SCOPE OF WORK:

- a) The work will be carried out as per BOQ enclosed in Price Bid and as per latest "CPWD Specifications" for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- b) All the materials except the materials issued by BHEL free of cost shall be arranged by the contractor. The materials should be conforming to the relevant IS codes of latest revision. Material Test Certificate shall be produced for all contractor supplied materials as per the relevant IS codes of latest revision within the contract quoted value.
- c) All tools and tackles required for proper completion of work shall be arranged by contractor.
- d) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality. The expenditure towards such agencies shall be borne by the contractor only.

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- e) The contractor should extend full co-operation to the other contractors who may be doing other works in the same area to enable them to execute their portions of work without any delay or difficulty.
- f) The Engineer – in – charge will communicate or confirm his instructions to the contractor in respect of the execution of the work in a “**work site order book**” maintained at his office and confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

16) SUPERVISION OF WORK:

The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

17) QUALITY OF WORK:

- a) After the award of work, the contractor shall prepare and submit **quality assurance program** and schedule for work completion / comply with any other quality plan requirement and schedule for work completion proposed by BHEL with all details and indicate the field equipment that he is going to use for quality assurance.
- b) Any work found defective / unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within a specified time as per the Engineer – in – charge’s instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost deducted from the contractor’s bill.
- c) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.

18) SITE CLEARANCE:

- a) Written permission for erection of temporary work sheds at site will have to be obtained from BHEL.
- b) Once the work is completed, the contractor shall remove his temporary shed and the unwanted materials and also dispose the debris as instructed by the Engineer – in – charge.
- c) Final bill shall be forwarded only after clearance of site as per the satisfaction of Engineer-in-charge

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19) GOODS AND SERVICES TAX (GST) COMPLIANCE |:

a) Registration & GST Rate:

- i) Tenderer shall indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- ii) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- iii) Tenderer to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

b) Invoicing & Payment: The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

- i) BHEL-RANIPET GSTIN: 33AAACB4146P2ZL
- ii) HSN Code or Service Accounting Code for supply of goods or services.
- iii) Name & address of supplier/ Contractor
- iv) GSTIN of Supplier/ Contractor
- v) Consecutive Serial Number & date of issue
- vi) Description of goods or services
- vii) Total value of supply
- viii) Taxable value of supply
- ix) Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- x) Amount of Tax charged
- xi) Place of supply
- xii) Address of delivery if different from place of supply
- xiii) Signature of authorized signatory

c) Reimbursement of GST: Reimbursement of GST to the tenderer/ vendor is contingent upon complying with the following condition by the service provider:

-

- i) Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii) Discharging the GST tax liability to the Government.
- iii) Submission of Tax Invoice to BHEL.
- iv) Submission of proof of payment of GST to BHEL.
- v) Availment of Input Tax Credit by BHEL.

d) Input Tax Credit:

- i) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST

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Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor/ Contractor along with interest & penalty levied/ leviable.

- ii) In case vendor/ Contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/ Contractor along with interest & penalty levied/ leviable on BHEL.
- iii) In case of discrepancy in the data uploaded by supplier/ contractor in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier/ contractor of the same. Supplier/ contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- iv) For any such delay in availing of tax credit for reasons attributable to vendor / contractor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- e) **Penalty for Non-compliance of GST Act:** Penalty amount so determined along with GST if applicable thereon shall be recovered from the Tenderer/contractor.
- f) **Other Provision:**
 - i) Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
 - ii) The tenderer should quote the applicable taxes and duties in the price bid (Part-II).
 - iii) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the revision laws.

20) **SUBMISSION OF DOCUMENTS OF LABOUR LICENCE, PF & ESI:** The contractor should have Labour Licence PF code number & ESI code number before the start of work.

21) **COMPENSATION TO CONTRACT WORKERS:**

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

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- i) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- ii) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / Townships and premises / Project Sites.
- iii) **Compensation in respect of each of the victims:**
 - a) In the event of death or permanent disability resulting from Loss of both limbs: **Rs.10,00,000/- (Rs. Ten Lakh)**
 - b) In the event of other permanent disability: **Rs.7,00,000/- (Rs. Seven Lakh)**
- iv) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

The compensation details are provided at:

<http://intranet.bhel.in/HR%20Circulars/HR%20Circular%20No.%20016%20OF%202018.pdf>

22) **PVC CLAUSE:** Not applicable

23) **BONUS CLAUSE & ORC CLAUSE:** Not Applicable.

24) **TAXES & DUTIES:** GST @ 18% is applicable for above works. GST amount will be reimbursed to the contractor on submission of proof of remittance of challan and uploading the details in GSTN network within the statutory time period. In case of any change in GST as per Government Notification, the same may be adopted during the contract period.

25) **CONFLICT OF INTEREST:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (S) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**

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- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principles manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one bid from the followings:
1. The principle manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf only one principle **Or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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CHAPTER 7

DECLARATION

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.
- I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Department/ Ministry /Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

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CERTIFICATE OF NO DEVIATION

I / We of M/s
... hereby certify that there is no deviation from the tender conditions either technical or commercial and I am / we are agreeing to all the terms and conditions mentioned in the Tender Notice Ref - **975523011E dated 08.05.2023**

I / We have submitted our offer for this tender. I / We have fully gone through, understood and accepted all specifications, terms & conditions of the whole tender documents uploaded in BHEL web site including all corrigenda, addenda etc published in the website time to time for this tender.


We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975523011E
CHAPTER 8

BHEL RANIPET BANK DETAILS

SECTION- 3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)	
PAYMENT MODE (NEFT / RTGS /ECS/ CHEQUE)	RTGS
NAME OF BENEFICIARY	BHEL/BAP/RANIPET
NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	CASH CREDIT (CC)
ACCOUNT NO	10664849171
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	632002003
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	SBIN0007013
<p>DECLARATION</p> <p>I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPPL, I/WE WOULD NOT HOLD, NBPPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.</p>	
SIGNATURE : <i>N. Thalpathy</i> NAME : DESIGNATION : DATE : COMPANY SEAL :	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, Mukundapuram SEAL OF THE BANKER L. KUMAR K-7348

We hereby accepted above
 (signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975523011E
CHAPTER 9

BHEL RANIPET EFT FORM



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	<input type="text"/>
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	<input type="text"/>
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	<input type="text"/>

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

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

PLACE:

DATE:

 (Manager / Officer's
 Signature Under Bank stamp)
 Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

We hereby accepted above
 (signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975523011E
CHAPTER 10

e-PROCUREMENT PRICE BID FORMAT

Validate Print Help [Item Wise BoQ](#)

Tender Inviting Authority: BHEL BAP Ranipet

Name of Work : Operation and Maintenance of Reservoir Pump House for Two Years in Township, BHEL, Ranipet For One Year 2023-2024

Tender Notice No: 975523011E, Dated: 18.05.2023

Name of the Bidder/ Bidding Firm/ Company									
PRICE SCHEDULE									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency	Total lumpsum amount to be quoted by the Bidder excluding GST in INR Rs. in Rs. P	GST (IGST , SGST+CGST) IN %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	16	53	54	55
1	Operation and Maintenance of Reservoir Pump House for Two Years in Township, BHEL, Ranipet For One Year 2023-2024 (Total Quantities as per scope of work and Bill of Quantities mentioned in page no 47-51 of tender document	1	No	INR			0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							
Note:									
<ol style="list-style-type: none"> The tenderer should quote at par or above the estimate value only. The offer below the estimate value shall be rejected. Price bid opening is through NIC sealed bids instead of Reverse Auction. The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only. 									

We hereby accepted above
(signature & seal of bidder)



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/22/19

NAME OF WORK : OPERATION AND MAINTENANCE OF RESERVOIR PUMP HOUSE FOR TWO YEAR IN TOWNSHIP
BHEL, RANIPET.

CPWD REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
TN MIN WAGE	01 #	<p>Operation and Maintenance of Township Reservoir Pump House in Round the Clock shift. The nature of works are mentioned as below:</p> <ol style="list-style-type: none"> 1. Opening and Closing of all control valves for pumping & Distribution. 2. Operation of Pump & Motors for water discharging. 3. Operation of Diesel Generator during Power Cuts. 4. Co-Ordination works with Thengal Head Works for incoming of water and to storage the same at the equalising reservoirs. 5. Operation of Chlorination Plant. 6. Collection of Sodium Hypochlorite solution from stores for refilling in chlorination plant. 7. Attending Plumbing complaints in Township after office hours i.e. beyond 16.30 Hrs. 8. Other Pump & Motors operations around pump houses etc., complete as per the instruction of Engineer in charge. <p>NOTE: 5 Nos of Skilled Plumber with ITI, 4 Nos of USW - Helper with Plumber knowledge.</p>	24.000	PER MONTH	228958	27

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/22/19

NAME OF WORK : OPERATION AND MAINTENANCE OF RESERVOIR PUMP HOUSE FOR TWO YEAR IN TOWNSHIP
BHEL, RANIPET.

CPWD REF	SLNO	DESCRIPTION	QTY	UNIT	RATE		AMOUNT	
					RS	P	RS	P
					5494998.48			
	02	<p>1.Attending pipeline bursts for all types of lines by engaging Hydraulic excavator(JCB) for excavation with suitable manpower according to the type of pipeline burst.</p> <p>2.Replacing of the damaged pipes with new ones with all specials, fasteners,Gaskets including suitable solvent for the necessary pipes etc.,</p> <p>3. Refilling the excavated earth after attending pipeline burst</p> <p>4. Handing over the damaged materials to Civil store etc., as per the instructions of Engineer - in - Charge.</p> <p>NOTE: OLNLY NECESSARY TYPE OF PIPE WILL BE ISSUED BY CIVIL STORES. LABOUR AND OTHER REQUIRED MATERIALS FOR THE WORKS HAS TO BE BORNE BY THE CONTRACTOR.</p>			0.00		.00	
PPR	02A #	For pipeline of above 150mm Dia.	6.000	EACH	5771.07		34626.42	
PPR	02B #	For pipeline of 150mm Dia.	10.000	EACH	4616.82		46168.20	
PPR	02C #	For pipeline of below 150mm Dia.	16.000	EACH	3462.62		55401.92	
	03	<p>1. Attending petty repairs on the motor & pumps and valves by replacing the damaged parts like spindle, checknut, glands, coupling, bearing & sleeves by machining either with alterations in the old parts or with new spares to suit and fix in the valves, pump & motors for operations</p> <p>2. Handing over of damaged materials to Civil store etc., as per the instructions of Engineer - in - Charge.</p> <p>NOTE: NECESSARY ROD FOR THE SPINDLE, OIL& GREASE ONLY WILL BE ISSUED FROM CIVIL STORES AND ALL OTHER MATERIALS HAS TO BE BORNE BY THE CONTRACTOR.</p>			0.00		.00	
PPR	03A #	Machining of Spindle & Checknut, Sleeves and Glands etc.,	16.000	EACH	892.01		14272.16	

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/22/19

NAME OF WORK : OPERATION AND MAINTENANCE OF RESERVOIR PUMP HOUSE FOR TWO YEAR IN TOWNSHIP
BHEL, RANIPET.

CPWD REF	SLNO	DESCRIPTION	QTY	UNIT	RATE		AMOUNT	
					RS	P	RS	P
PPR	03B #	Supplying and replacing of Bearings (SKF Brand - No: 6309)	32.000	EACH	777.85		24891.20	
PPR	03C #	Supplying and replacing of Bearings (SKF Brand - No: 6310)	32.000	EACH	783.79		25081.28	

Escalation is not applicable for this Item Sl. No.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/22/19

NAME OF WORK : OPERATION AND MAINTENANCE OF RESERVOIR PUMP HOUSE FOR TWO YEAR IN TOWNSHIP
BHEL, RANIPET.

TOTAL ESTIMATED VALUE BEFORE ESCALATION		5695439.66
**ESCALATION @		%
		0.00
TOTAL ESTIMATED VALUE (A)		5695439.66
CONTRACTOR TENDER PERCENTAGE @	ABOVE <input type="checkbox"/>	1
	BELOW <input type="checkbox"/>	2
	AT PAR <input type="checkbox"/>	3
	_____ %	(B) <input style="width: 100px; height: 20px;" type="text"/>
(Percentage in words)		
SUB TOTAL	<input type="checkbox"/> if above (A) + (B)	(C) <input style="width: 100px; height: 20px;" type="text"/>
	<input type="checkbox"/> if below (A) - (B)	(C) <input style="width: 100px; height: 20px;" type="text"/>
	<input type="checkbox"/> if at par (A)	(C) <input style="width: 100px; height: 20px;" type="text"/>
	<input type="checkbox"/> *GST @ _____ %	(D) <input style="width: 100px; height: 20px;" type="text"/>
GST HEAD :		
<input type="checkbox"/> TOTAL VALUE OF WORK [(C) + (D)]		(E) <input style="width: 100px; height: 20px;" type="text"/>
(Rupees in words)		

NOTE :

- 1) Tick whichever is applicable. In case of omission in Ticking, figures indicated in the amount column will be considered.
- 2) Boxes 1,2,3 any one box is to be ticked as per quote. Boxes 4,5,6 any one box is to be filled in with appropriate figures. Box 8 value is equal to Box 4 or 5 or 6 plus box 7.
- 3) Free Issue of Material by BHEL is Rs. **0.00** /-
- **4) Escalation not included for item sl no. marked with # symbol.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/22/19

NAME OF WORK : OPERATION AND MAINTENANCE OF RESERVOIR PUMP HOUSE FOR TWO YEAR IN TOWNSHIP
BHEL, RANIPET.

SPECIAL CONDITION

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

GENERAL CONDITIONS OF CONTRACT
FOR
LUMP SUM, ITEM RATE AND PERCENTAGE
CONTRACT



Bharat Heavy Electricals Limited
BOILER AUXILIARIES PLANT
RANIPET

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CHAPTER -1

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the DGM/CP&S to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of DGM/CP&S, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including DGM/CP&S authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- k) In the case of Lump-sum Contracts 'CONTRACTOR's PERCENTAGE' means the percentage offered by the Contractor as addition / deduction from the cost of building, or other works listed in Schedule "A" to provide a Lump-sum quotation for performance of the contract inclusive of all extra costs, profit, establishment charges, carriage, insurance etc., complete.

- l) In the case of Percentage rate contracts "Contractor's Percentage" shall, if the context so permits mean the uniform percentage tendered by the Contractor and accepted by the Accepting Officer, and the expression '**CONTRACT RATE**' shall likewise mean the rates in the BHEL Schedule of Rate applicable as on date as adjusted by the said Contractor's percentage, if any.
- m. '**EMERGENCY WORKS**' means any urgent measures which in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure which become necessary for security.
- n. '**PROVISIONAL SUM**' or "Provisional Lump-sum" means a Lump-sum included by the BHEL in the tender documents and represents the estimated value of work for which details are not available at the time of inviting the tender.
- o. '**PROVISIONAL ITEMS**' means items for which approximate quantities have been included in the tender documents.
- p. '**DAY WORK**' means an item of work requiring the employment of labour with, or without materials as the case may be which in the opinion of the Engineer-in-charge, is not capable of being evaluated by the accepted methods of measurement or assessment and is paid for on the basis of the actual labour and materials utilized on the particular item of work referred to.
- q. The '**DATE OF CONTRACT**' shall mean the date /dates on which the parties to the contract have signed the contract agreement.
- r. '**MAINTENANCE PERIOD / GUARANTEE PERIOD**' shall mean the period during which the contractor shall remain liable for satisfactory performance of the work under the contract, repair or replacement of any part of the work performed under the contract.
- s. '**COST**' shall mean and include any liability, expenditure, overhead costs whether on the site or off the site incurred by BHEL.

The contractor shall be deemed to have carefully examined all the documents to his satisfaction. If he shall have no doubt as to the manner of the contract document, he shall obtain the details / clarification from **the Company** before signing the contract.

MANNER OF EXECUTION OF CONTRACT:

The contract shall be deemed to have come into force from the date of Letter of Intent unless otherwise provided in the Letter of Intent. Unless and until the contract agreement is executed, the Letter of Intent read in conjunction with the tender documents will constitute a binding contract.

CHAPTER - II
SCOPE OF CONTRACT

2. Heading to Contract:

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

3. Contract Documents:

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

However, for any additional copies of the agreement or drawings required by the Contractor, the same will be supplied on payment of the specified cost. The Contractor shall keep one copy of all the Drawings and the Specifications on the site and the Engineer-in-Charge or his representative shall be at all reasonable times to have access to them. None of these documents shall be used by the contractor for any purpose other than that of this contract.

3a. Secrecy

The Contractor shall take necessary steps to ensure that all persons employed by them on any work in connection with this contract have noted that the Indian Officials Secret Act 1923 (XIX of 1923) & any Company's guidelines issued from time to time applies to them fully and shall continue so to apply even after the execution of such work under this contract. All classified documents furnished to the contractor shall be returned to the Engineer-in-charge on the completion of works or the earlier determination of the Contract.

4. Works to be carried out

The Contract shall, except as provided under Schedules 'B' and 'C' include all labour materials, tools, plant, equipment, and transport which may be required in preparation for and in the entire execution and full completion of the work. Schedule 'A' shall be deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials, carriage, cartage, lead, hoisting, setting and fixing in position and all other labor necessary for the entire execution and full completion aforesaid. Any error in description or quantity in Schedule 'A' or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract.

The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to prior written approval of the Engineer-in-Charge.

In the case of a discrepancy between schedule 'A' and the specification and / or the Drawings, the Accepting Officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which is in the opinion of the Accepting Officer, whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion of the work, such details shall be provided by the Contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

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

5. Provisional Items

The full amount of provisional Lump-sums and the value annexed to each provisional item inserted in the Tender Documents shall be deducted from the contract sum and the value of work ordered and executed there under shall be ascertained by measurement of valuation as for deviations.

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

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

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

6. Deviations

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

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by not more than percentage set out in the tender documents. The value of all additions and deductions will be added to or, deducted from the contract sum, whenever the Accepting Officer intends to exercise such a right, his intentions shall specify the deviations which are to be made, the lump-sum assessment or the proposed basis of payment, the extra time allowed if any, and the date for completion of the entire contract.

Any objection to the Contractor to any matter concerning the order shall be communicated by him in writing to the Engineer-in-charge within seven days from the date of such order, but under no circumstances shall the work *be* stopped (unless so ordered by the Engineer-in-charge in writing) owing to differences or controversy that may arise from such an objection. In the absence such communication of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein, in the event of the contractor failing to agree with the Engineer-in-charge regarding the terms of the proposed deviation, the objection shall be referred to the Head of Civil Engineering Department whose decision shall be final, conclusive and binding on the contractor.

7. Time

Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time is and shall be **the essence of the contract** and is specified in the tender documents or in each individual Work Order. Time shall continue to be the essence of the contract even in respect of extension(s) that may be granted as per the terms of the Contract.

As soon as possible after the contract is let or any substantial Work Order is placed and before work order is to begin, the Engineer-in-charge and the Contractor shall

Agree to a Time and progress Chart. The Chart shall be prepared in direct relation to the time stated in the tender documents or the Work Order for the completion of the individual items thereof and the contract or order as a whole. It shall indicate the forecast of the dates for the commencement of the various trade processes or sequence of the work and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of the time imposed in the tender, document or order.

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

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

8. Stores and Materials

8.1 Materials to be supplied by the Contractor

The Contractor shall at his own cost and expense provide all materials required for the work other than those listed in Schedule-B which are to be supplied by Bharat Heavy Electricals Ltd.

All materials to be provided by the Contractor shall be brand new and in conformity with the specifications laid down in the contract and the Contractor shall if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.

The Contractor shall at his own cost and expense and without delay, supply to the Engineer-in-charge 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 to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.

The Engineer-in-charge shall have full powers to requires removal of any or all of the materials brought to site by the Contractor which are not brand new and not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the Contractor's expense and risk. The Engineer-in-charge shall have full power to require 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 procured by other means. All costs, charges and expenses which may attend such substitution shall be borne by the contractor. All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the work from any source (excluding materials supplied by BHEL) shall be borne by the Contractor.

The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.

8.2 Materials to be supplied by BHEL

Materials which BHEL are prepared to supply are shown in Schedule-B which also stipulates place of issue and rate(s) to be charged in respect thereof. Soon after acceptance of the tender the Contractor shall agree in writing with the Engineer-in-charge on a phased programme of his requirements with regard to deliver of materials.

In the event of delay in supply of any Stores and materials mentioned in Schedule-B the contractor shall be entitled to reasonable extension of time as provided for under condition-9 but no claim for compensation or damage on any ground whatsoever shall be entertained by BHEL.

For the materials listed in Schedule-B the contractor shall give a reasonable notice in writing of his requirement to the Engineer-in-charge in accordance with the phased programme.

All materials issued to the Contractor by BHEL for incorporation or fixing in the works shall on completion or on foreclosure of the works and before submission of bills, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and / or waste. If the Contractor is required to deliver such materials at a place other than the place less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by BHEL.

The Contractor shall bear the cost of loading, transporting to site, unloading storing under covered area as necessary, assembling and joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work of whatever description as may be required and of dosing preparing, loading and returning empty cases or containers to the place of issue.

If, in the opinion of the Engineer-in-charge (which shall be final and conclusive) any stores supplied by BHEL have either during currency of the work or after completion of the work whilst under the custody, of the contractor, becomes damaged to such an extent that they cannot be usefully utilized, either in the same work or in other works, the Engineer-in-charge shall not accept the stores and will recover the cost at the rates specified in the contract. The contractor shall not be entitled to any claim whatsoever on this account.

The Engineer-in-charge shall have access to the stores where materials issued by BHEL as per schedule -B of the contract is stored to ensure the balance stock of materials on hand after taking into consideration the materials used on the work is as per the issue and usage. If there be any discrepancy, the cost towards the same will be recovered at the **double recovery rate** indicated for the material concerned. This is without prejudice to and in addition to the overall reconciliation of materials to be made at the completion of work.

If on completion of works, the Contractor fails to return surplus materials out of those supplied by BHEL then, in addition to any other liability, which the Contractor would incur, the Engineer-in-charge may, by written notice to the Contractor, request him to pay within a fortnight of receipt of the notice for such un-returned surplus materials given in sub para-4.

The Contractor shall have to build a weather-proof shed for the storage of Cement (required for 15 days' consumption of the work).

8.3 General

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 and safe custody of materials shall be at the risk, cost and the responsibility of the Contractor.

Officials concerned with contract shall be entitled at any time to inspect and examine any materials intended to be used in or in the works either on the site or at factory or workshop or other places where such materials are assembled, fabricated or 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.

All materials brought to the site 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, in respect of any such materials is fully recovered the Contractor shall at his own expense forthwith remove from the site all surplus materials out of originally supplied by him and upon such removal the same shall revert in and become the property of the Contractor

Should the Engineer-in-charge consider at any time during the construction or reconstruction prior to the expiry of the MAINTENANCE PERIOD that the stores or materials provided by the Contractor are unsound or of a quality inferior to that contracted for or otherwise not in accordance with Contract (in respect where of the decision of the Engineer-in-charge shall be final and conclusive) the contractor shall on demand in writing from the Engineer-in-charge specifying the Stores or materials complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the Stores or materials so specified and provide other proper and suitable stores or materials at his own expense, to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid the Engineer-in-charge may replace with others the Stores or materials complained of at the risk and expense in all respects of the Contractor. The liability of the Contractor under this condition shall not extend beyond the maintenance period aforesaid except as regards Stores or materials which the Engineer-in-charge shall have previously given notice to the Contractor to replace.

9. Delay and Extension of Time:

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

- i) by reason of abnormally bad weather, OR
- ii) by reason of serious loss or damage by fire OR
- iii) by reason of Civil commotion local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR
- iv) by delay on the part of the agency or tradesman engaged by BHEL in executing work not forming part of this Contract OR

v) by reason of any other cause which in the absolute discretion of the Engineer-in-charge is (when he is the Accepting Officer of the Contract), beyond the Contractor's reasonable control, then in such cases the Accepting Officer, on the recommendation of the Engineer-in-charge or higher authority may make fair and reasonable extension in the completion dates of the individual items of work of the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer-in-charge in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-charge to proceed with the work.

10. Patent Rights

The Contractor shall fully indemnify BHEL or the agent, servant, employee of BHEL against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent of design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the Contractor. In the event of any claim, being made or action brought against BHEL or any agent, or servant or employee of BHEL in respect of the matters aforesaid: the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the **BHEL** but the Contractors shall pay any royalties payable in respect of any such use.

11. Tax & Duties

BHEL will deduct all tax & duties for TDS of GST & IT

12. Royalties

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

13. Plant & Equipment:

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

14. Assignment of Transfer of Contract

The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

a. Sub-Contract

The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

15. Compliance to Regulations and Bye-Laws

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

CHAPTER -III

PERFORMANCE OF THE CONTRACT

16. Security deposit

- a) The rate of Security Deposit (SD) will be 5% of the contract value.
- b) 50% of the required Security Deposit, including the EMD, shall be collected before start of the work from the Contractor. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) The security deposit may be furnished in any one of the following forms:
 - 1) Local cheques of scheduled banks, subject to realization.
 - 2) Pay order / Demand draft / Electronic fund transfer in favour of BHEL,
 - 3) Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 4) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back and lieu marked by the bank in favor of BHEL.
 - 5) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged in favour of BHEL and discharged on the back).

EMD of the successful tenderer can be converted and adjusted against the security deposit.
The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against Serial No.4 & 5 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of Interest or renewal of the documents or in any other matter connected therewith.)

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

Security Deposit shall not carry any interest.

17. Orders Under the Contract

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

18. Admission to Site

The contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the contractor will not be allowed to extend his operations beyond these areas. The Contractor shall provide if necessary or required at the site, temporary access thereto and shall alter, modify and maintain the same as required from time to time. He shall clear away the access route when no longer required restoring the area to its original condition.

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

BHEL reserves the right of taking *over*, at any time, any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. No photographs of the site or of the work or any part thereof shall be taken or published or otherwise circulated without the prior approval of the Engineer-in-charge.

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

BHEL Officials connected with the Contract shall have the right of entry to the site at all times.

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

The Contract shall be governed by the security regulations of BHEL including the entry or exit timings as may be in force from time to time. The Contractor should follow these regulations strictly and no claims for any additional payment whatsoever will be entertained in this regard under any circumstances.

19. Contractor's Supervision

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CP&S to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the DGM / Civil Projects & Services or the OFFICER-INCHARGE, to receive instructions.

The DGM/CP&S shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

20. Labour Laws

The Contractor shall remain liable for the payment of all wages and other statutory payments to his employees under the payment of Wages Act 1936, Workmen's Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948 and EPF & Miscellaneous Provisions Act, 1952, The Tamil Nadu Labour Welfare Fund Act 1972 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

21. Safety Rules

The Contractor shall comply with all safety rules of BHEL and deploy qualified safety Officer in full time at site works.

22. Water, Power, Compressor Air

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

In the event of a provision existing in the Tender documents for supply of water, power and compressed air on payment by Bharat Heavy Electricals Limited, the same will be supplied from the BHEL supply system or other sources. at any points fixed by the Engineer-in-charge on the site of work, the contractor shall make necessary arrangement for lifting, pumping, carrying or Conveying the same as required at his own cost. **The levy of charges to be borne by the contractor in such case shall be specifically mentioned in the tender documents.**

In the case of work to be carried at BHEL customer's site, the terms and conditions on the provision of power, water and compressed air will be subjected to BHEL contract with customer and tender conditions.

23. Temporary workshops, Stores Etc.,

The Contract shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops. Offices etc., required for the proper and efficient execution of the work. The planning, and erection of these buildings shall have the approval of the Engineer-in-charge and the Contractor shall at times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer- in -charge.

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

24. Tools and Plant on site

All tools, plant and equipment brought to. the site shall not be removed from the site without the prior written approval or the Engineer-in-charge. When the work is finally completed or the contract is determined for reasons other than the default of the contractor he shall, forth with remove from the site all tool plant, equipment etc. (other than those as may have been provided by BHEL)

25. Statements of Hire Charges

A monthly detailed statement of the hire charge incurred in respect of BHEL tools, plant, equipment's etc. shall be given to the Contractor by the Engineer-in-charge.

26. Precautions Against Risks

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

27. Notices and Fees

The Contractor shall give all notices required by any Statutory provision or by the regulations and for bye-laws of any local / or of any same are or will be connected. The contractor shall pay and indemnify BHEL against any statutory fees and charges payable under such Acts, Regulation and / or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

28. Setting out of the works and Protective and Maintaining signals and works

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work, the contractor shall at his own expense set accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras or additions there to and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals on the surface alignment stones, milestones and all similar marks whether put in by BHEL Authorities for the purpose of checking the Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the Contractor who shall at his own expense take all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary be replaced by the Engineer-in-charge at the Contractor's expense and the cost thereof be deducted from any money then or thereafter becoming due to the Contractor

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

29. Site Drainage

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

30. Excavation, Relics, etc.

Materials of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed of as Engineer-in-charge directions.

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

31. Foundations

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

32. Covering in work

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

33. Approval of Works by Stages

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

34. Execution of the work

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

The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the works in a "**Work Site Order Book**" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instruction by signing the relevant entries in this book. Such entries will rank as order to notices in writing the intent and meaning of these conditions.

35. Day Work

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

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

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

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

36. Inspection of the Work

BHEL Officers concerned with the contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect}. Where of the decision of the Engineer-in-charge shall be final and conclusive the contractor shall, on demand in writing from the Engineer-in-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or removed and reconstruct the work so specified in whole or in part and the case may require at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge whose decision shall be final and binding may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

37. Responsibility for Building

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

38. Insurance

The contractor shall, within one month after the date of acceptance of the contract, insure the work on "**all risks**" basis against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer, from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer-in-charge. The cover shall also include whenever necessary the risks of testing including breakdown or explosion or plant and machinery undergoing testing, trial and commissioning operations. The insurance shall also specifically cover removal of debris cost. The sum Insured shall represent the estimated full value of the contract work inclusive of value of free supply materials by BHEL, transport charges, customs dues, express freight, overtime charges, cost of erection, value of constructional plants and machinery; removal of the debris and excavation of costs. Where the contract includes a maintenance period, the Insurance cover shall specifically include the Contractor's liabilities during the maintenance period. The insurance shall also be extended to cover third party personal injury and property damage for a sum to be specified by BHEL.

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

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

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

39. Damage & Loss to Private Property & Injury to Workmen

The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/CP&S and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

40. Completion:

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

The BHEL shall have power to take over from the Contractor from time to time such sections of the Work as have been completed to the satisfaction of the Engineer-in-charge. In such an event, the contractor is not entitled for any extension of time or any other compensation for executing the balance work. In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contracted, that is BHEL to take such action as it deems fit to clear, dispose of such properties, assets or such waste materials and charge the Contractor any expenses Incurred thereon.

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

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

41. Compensation for delay

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

This will also be applicable to items or groups of items for which separate period of completion has been specified.

For the purpose term "Contract Value" shall be the value at contract rates of the work or ordered,

- | | |
|--|------------------------|
| a) Completion period (as originally stipulated) not exceeding 6 months | at 1 percent per week |
| b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years | at ½ percent per week |
| c) Completion period (as originally stipulated) exceeding 2 years | at ¼% percent per week |

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

- | | |
|--|------------|
| a) Completion period (as originally stipulated) not exceeding 6 months | 10 percent |
| b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years | 7½ percent |
| c) Completion period (as originally stipulated) exceeding 2 years | 5 percent |

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the BHEL.

Over run charges: Notwithstanding anything contrary. BHEL shall not be liable over run charges for any reason whatsoever.

42. Laws Governing the Contract

The contract shall be governed by the Indian Laws for time being in force.

43. Cancellation of Contract for Corrupt Acts

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall: -

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

44. Risk Purchase Clause

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by DGM/CP&S or his authorized officials and continues in that state after a reasonable notice from DGM/CP&S or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by DGM/CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/CP&S or the same shall be recovered from the Contractor by other means.

45. Cancellation of Contract for Insolvency Assignment of Transfer of Sub-Letting of Contract

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by DGM/CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/CP&S or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM/CP&S whose decision shall be final and conclusive.

46. Cancellation of Contract in Part or Full for Contractor's Default

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/CP&S or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/Stores which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by DGM/CP&S or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/CP&S whose decision shall be final and conclusive.

47. Termination of Contract on Death of contractor

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

48. Special powers of Determination

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/CP&S shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

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

“If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

CHAPTER - IV

VALUATION AND PAYMENT

49. Records and Measurements

All items having a financial value shall be entered in the BHEL Measurement Book (MB) so that a complete record is obtained of all works performed under the contract. Buildings, etc., priced in schedule 'A' as a unit Lump-sum will be entered by number at the unit Lump-sum.

Work carried out for agreed Lump-sum will be described and similarly recorded

Lump-sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL "under the contract"

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

The engineer -in-charge shall give reasonable notice in writing to the contractor the date of appointment of measurement.

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

The contractor shall bear all the cost of measurements of his work.

Measurements shall be entered in the BHEL measurement book and signed and dated by both parties each day at the site, on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the BHEL, a note to that effect to be made in the BHEL measurement book or against the item or items objected to; and such note shall be signed and dated by both the parties' engaged in taking the measurement.

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

Measurement to be re-taken provided that a net error is found by this re measurement to amount to less than 5% (Five percent) of the value as-recorded by the first measurement. But where the net errors amount to 5% and over of the said value then the cost is to be borne by the other party. In any case if the net value of errors found exceeded to Rs. 500 the expense or re-measurement is said to be borne by the other party. If the contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case those measurements shall be considered as accepted by the contractor as final. The contractor shall, once in every month submit to the engineer-in-charge with a copy to the Accepting officer details, of his claims for the work done by him up to and including the previous month, which are covered by his contract agreement in any of the following respects.

- a) Deviation from the items and specifications provided in the contract documents.
- b) Extra Items / Items of work,
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which rates have not been settled. He should, in addition furnish a clear certificate to the effect **that** the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of work done up to and including the period under report.

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

50. Valuation of Deviations

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

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

a) In the same proportion to the BHEL Schedule of rates as the tendered rate for the nearest analogous item of work in contractor's schedule bears to rate for the particular analogous item of work in BHEL schedule of rates. However in case of nearest analogous item of work in contract schedule forms part of individual chapter of the BHEL schedule of rates the above proportion will be worked out only for such items which are found both in contract schedule and BHEL Schedule of rates as group of items under the chapter.

b) If a single appropriate analogous item of work is not available in both schedule (contractor's and BHEL schedule) then the method of proportion will be applied to the nearest analogous group items available in both the schedule referred to i.e., in the same proportion as the total tendered cost of that particular group of item (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities and BHEL Schedule of Rates.

c) If even an appropriate analogous group of items is not available in contractor's schedule and BHEL Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the schedule and for which orders have been placed on the contractor i. e., in the same proportion as the total cost of all these items of work (the work of the products of the tendered rates and the quantities for which order are placed) bears to the total cost of the same items and quantities all the BHEL schedule of rates.

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

In the case of the contracts for which the Engineer-in-charge is the Accepting officer all disputes regarding the settlement of rates of deviated or new items or work shall be referred to the Head of Civil Engineering Department whose decision shall be final and conclusive as the case may be.

II. If any work not covered by any of the foregoing is ordered of the contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

51. Reimbursement / Refund on Variation in Price, Materials

If after submission of the tender and / or during the progress of the works, the price of any material (not being a material supplied from the BHEL store in accordance with the conditions of the contract) is increased or decreased by an Act of Legislature (central or state) and / or any notification there under or on account of new duties or levies such as Octroi or on account of increase or decrease in such duties affecting the price of materials required for incorporation in the works and made from materials of which the price has increased or decreased as aforesaid and the contractor has thereupon to pay in respect of such material or item, a price which is higher or lower than the price of that material or item as prevailing immediately before the passing of such act or levying, increasing / decreasing of such duty, then BHEL shall increase in price or the duly reimbursed to the contractor the increase in price at additional or increased duty paid by the contractor and in case of decrease in price the BHEL shall be entitled to a refund of the reduction in the price or the reduction in duty. **This will be applicable only for material, which are directly incorporated on the work**, the contractor shall however indicate the assumption he has made while submitting the tender. However no reimbursement or refund shall be made if the increase / decrease is not more than + 10% of the said price, and if so the reimbursement or refund shall be made only / on the excess over + 10% provided always that any such increase shall not be payable if, in the opinion of the Accepting officer (whose decision shall be final and conclusive) the increase is attributable to the delay in the execution of the contract with the control of the contractor or that any such Increase has become operative after the contracted/ or extended dated of completion of the works or items of work in question.

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

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

Except for the variation in prices as aforesaid, the contract price shall remain fixed during the tenure of the contract, unless specifically provided for in the special conditions of the contract.

52. Advance on account

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

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

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

Notes:

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

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection there with and are adequately stored and or protected against damage by weather or other, causes, but which have not at the time of payment of the advance been incorporated the work on furnishing a formal **hypothecation deed**. Payment of such advances, however shall be purely at the discretion of the Accepting Officer provided always that payment shall not be made under these periodical certificate in respect of perishable materials like lime, cement, timer, sand, kankar, etc.

Any sums, due from the Contractor on account of Tools and Plant, stores or any other items provided by BHEL shall be deducted from the respective advances. The Engineer-in-charge shall from time to time certify the sums payable to the Contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work or materials it relates are in accordance with the contract. All such intermediate payments shall be regarded as advance against the final payment only and shall not be considered an admission of the performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

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

53. Final Bill

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

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

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

The Final bill is to be submitted within 90 days of completion of work or within the time period extended by the Officer –In-Charge. No claim of any nature will be entertained thereafter.

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

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

54. Submission of Bills by Contractor

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/CP&S separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

55. Payment of Bills

All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by DGM/CP&S.

56. Recovery from Contractor

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

57. Post Technical Audit of Work and Bills

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

58. Refund of Security Deposit

The Security Deposit mentioned in condition 16 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

59. Force Majeure Clause

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the DGM/CP&S subject to prompt notification by the contractor. However, Force Majeure shall not include the following circumstances:

- a. mechanical breakdown of equipments of the Contractor of whatsoever kind not resulting itself from an event of Force Majeure;
- b. Financial distress of Contractor or its subcontractor, lack of funds or the inability of the Contractor to make payments in the manner specified herein;
- c. inclement weather;
- d. any event or circumstance that makes performance by the Contractor merely uneconomic or commercially impracticable including without limitation due to recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;
- e. any act or omission or default on the part of a subcontractor or a vendor that is not itself attributable to an event of Force Majeure (as defined herein); and
- f. the imposition of sanctions by any governmental authority due primarily to the failure of the Contractor to comply with any Applicable Laws.

60. Conciliation

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1.No serving or a retired employee of BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2.Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and the rules as provided at http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme-06-10-18.pdf

("Conciliation Rules").

The Conciliation Rules together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Conciliation Rules to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Conciliation Rules with effect from the date as intimated by BHEL to it.

61. Arbitration

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/CP&S or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitration by a sole Arbitrator to be appointed by the Unit Head of BHEL Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract.

The place of Arbitration shall be Ranipet. The venue of Arbitration may be at such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

62. Jurisdiction of Court

Subject to the provisions of the contract relating to arbitration, for the purpose of Court proceeding, if any, same shall be in the Court having jurisdiction over Ranipet - 632 406. (Vellore District, Tamilnadu).

63. Signing of Contract

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Goods and Services Tax Act and all other applicable Acts shall be complied with by the Contractor.

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.

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.

Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Without prejudice to any other right of BHEL, BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.

No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL

For every month, the Contractor shall prepare and submit bills in the succeeding the month within one week from the date of certification of quantity by user department.

Any billing related to query, clarification, document requirement, etc., shall be resolved in one go by the Contractor within one week from the date of intimation.

64. Health, Safety & Environment Policy

In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulation and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce / Recycle / Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination / substitution / reduction / control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

Annexure – V

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

1. The contractor shall employ labour in sufficient numbers to maintain the required date of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer – in – charge.
2. The Contractor shall pay to labour employed by him, wages not less than Minimum wages, as per Tamil Nadu Minimum Wages Act.
3. The Contractor shall in respect of labour employed by him, **comply** with contractor's labour Regulations in regard to all matters provided therein.
4. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.
5. The Contractor shall be liable to his contribution and the employee's contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.
6. The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contract Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made a from his or their wages which are not justified by the terms of the Contract of non-observance of the said Contractor's Labour Regulations.
7. The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
8. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contract Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractor's Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

9. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.
10. The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
11. The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract labour (Regulation and abolition Act 1970) and the related Tamilnadu Rules.
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages acts 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947.
 - (i) **Payment of Bonus Act** and any other law or modifications to the above or there to the Rules made thereunder from time to time.

12. **REGISTRATION AND LICENSING:**

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment no. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

13. The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories/Assistant Commissioner of Labour as the case may be). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
14. The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.

15. Notice of commencement of work to be submitted to ALC / Chennai before start of work in Form (VII).
16. The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy.
17. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
18. The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

WAGES

19. **The wages will be firm throughout the contract period. BHEL Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages.**

Daily Rate Wages Calculation w.e.f 01.04.2023 with Subsumed Adhoc			
Description	UNSKILLED	SEMI-SKILLED	SKILLED
Basic Pay	255.00	265.00	273.50
Monthly Dearness Allowance	255.73	255.73	255.73
BHEL Adhoc per month (Subsume Rs 424+508=932)	87.23	106.46	121.85
Total wages	597.96	627.19	651.08
PF contribution @ 13% on total wages by employer *	77.74	81.54	84.64
ESI Contribution @ 3.25% on total wages by employer	19.43	20.38	21.16
Bonus @ 8.33% on (Basic + DA)	42.54	43.38	44.08
EL Portion Per day	29.90	31.36	32.55
Total Amount	767.57	803.85	833.52

20. **Also the labourers shall be paid a minimum bonus as per the payment of Bonus Act 1965. The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid. The Statutory requirements like PF, ESI & OT will be applicable for BHEL Adhoc amount also. i.e. Wages of Rs. 16,567/ Rs. 17,367 / Rs. 18,022 for USW / SSW / SW respectively.**
21. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
22. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month.
23. All Payments to labours by the Contractor shall be made through bank only.
24. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.

25. Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and work at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form:

- a. Serial Number.
- b. Location.
- c. Period of work.
- d. No. of days worked.
- e. No. of man worked.
- f. Wages paid to workers.

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

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

26. The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Central Rules thereunder shall be maintained by each contractor.

1. Form A – Employee Register
2. Form B – Wage Register
3. Form C – Register of Loan / Advance / Fine / Damage / Loss.
4. Form D – Register of Attendance.
5. Form E – Register of Leave / Rest / Compensatory off.
6. Employment Card
7. One-month notice of all the contract workmen before completion of work.

27. The Contractor shall display the abstract of the Contract Labour (Regulation & Abolition) Act and the Rules thereunder both in English and Tamil.

28. Annual Return to be submitted through Shram Suvidha Portal.

29. The Contractor shall submit the returns required under the Contract Labour (Regulation & Abolition) Act 1970 periodically to BHEL Management.

30. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

31. No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.

32. The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the way of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen and booked for work Sunday.

33. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.

34.The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

35.The Contract labours shall abide by all the Safety rules inside factory premises.

36.The Contractor shall ensure that his workmen vacate the premises after the shift is over.

37.The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.

38.No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.

39.The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contractor Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

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

41.The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from general should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act).

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

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

43.The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employee's contribution pursuant of the above scheme in time. Contributions recovered from employee and contribution made by the contractor may be rounded to the higher multiples of five paise.

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

45.The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided

from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

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

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

48.Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit, the contractor shall immediately thereafter such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.

49.The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all loses, claims, prosecutions under any law.

50.In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

51 MODEL RULES FOR LABOUR WELFARE

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

52 POLICE VERIFICATION

The Contractor shall obtain police verification of all his contract workers and submit the same to BHEL at the commencement of work. The Contractor shall not deploy any contract worker without such police verification.

ANNEXURE VI: GENERAL SAFETY PRECAUTION TO BE FOLLOWED AT WORK SITE DURING EXECUTION TO BE TAKEN BY THE CONTRACTORS

The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract. The following safety measures should be strictly adhered to during execution of works at sites.

1. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
2. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
3. No material of any kind shall be dropped or allowed to be dropped from any height.
4. Defective ladders shall not be used at all.
5. All excavations must be barricaded and red lamps must be provided.
6. No work should be taken up of execution inside shop floor / factory premises, without obtaining necessary work permit.
7. Providing helmet for high level work
8. All personal protective equipment conforms to standard specification as per the details given in the code of conduct.
9. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.
10. Providing dust or fume respirator in places where dust and fume concentration exist.
11. Providing goggles and welding screens.
12. Providing acid and alkali – proof rubber gloves for handling acid and alkali and chemical which are corrosive.
13. Providing rubber gloves for working on electrical works.
14. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
15. Inflammable materials shall not be stored near places where the sparks are likely to occur.
16. The gas cylinders must be always handled on trolleys or kept tied down when not in use. They should never be rolled as Roller for conveying.
17. Cylinders should not be used without Regulators

18. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
19. The working area shall be kept clean and free from all obstructions.
20. Ensuring proper lashing of the components while being transported in vehicles.
21. The vehicles must have side supports or have body to support the materials conveyed.
22. The materials should not to be allowed to extend or overflow the sides of the vehicles.
23. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
24. Driver of the vehicle must possess valid license.
25. Vehicle must not be overloaded beyond the prescribed limits.
26. Red flags and lights for parts projecting from the body of vehicle must be provided.
27. The speed restrictions within the factory premises must be strictly adhered to.
28. The contractor should maintain a register regarding the driver license particulars.
29. The contractor should arrange WORKMEN COMPENSATION / INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
30. All safety precautions are to be taken by the contractor at his cost.
31. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

All Contractors including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

Contractor shall provide thick hat, safety glass with side shield, full face shield, ear plug set, face mask, nose mask, protective & chemical resistant gloves, safety shoe, gum boots, safety belt, rain coat, chemical resistant protective clothing to the workers wherever necessary / as per instruction of Engineer in charge within the quoted rates.

SAFETY CODE

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

1. Before commencing the work, the contractor is required to submit a "SAFETY PLAN" to the authorized BHEL official. The 'safety plan' shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of work. The plan shall take care to satisfy all requirements specified hereunder.

The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the safety plan. The contractor shall abide by BHEL's decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorized officials, to prevent loss to human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials: -
 - (i) Safety helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521:1983
 - (iii) Safety Shoes conforming to IS-1989:1978.
 - (iv) Eye and Face protection devices conforming to IS-8520:1977. And IS-8940:1978.
 - (v) Hand and body protection devices conforming to
 1. IS-2573:1975 (2) IS-6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.
4. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained, before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
5. All the electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out the all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.
6. The contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.
7. The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction sites” issued by the safety department of BHEL and as per the directions of the authorized BHEL official. A copy of the above referred “Code for Fire Safety at Construction sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
8. Where it becomes necessary to provide and/or store Petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

9. The contractor shall arrange at his cost (wherever not specified), appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.
10. The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions, shall be borne by the contractor.
11. In case of fatal or disabling injury/accident to any person at construction / work sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
12. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
13. 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 payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
14. If the contractor fails to improve the standards of safety in its operation, to the satisfaction of BHEL, after being given a reasonable opportunity to do so and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor, after giving a notice of not less than seven days, indicating the steps that would be taken by BHEL.
15. The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.
16. Before commencing the work, the contractor shall appoint/nominate a responsible office to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
17. If the Safety record of the contractor is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.