



JHANSI

BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT

Railway Track for connecting new Assembly shop to outgoing track.
TENDER NOTICE NO FCX/TE/2/02/R DT 11/06/2012

TENDER

(TENDER No. FCX/TE/2/02/R)

Railway Track for connecting new Assembly shop to outgoing track.



**FACTORY CIVIL DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
JHANSI – 284129 (U.P.)**



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PART I: TECHNO-COMMERCIAL BID

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PARTII: PRICE BID
(Separate envelope)

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Signature, seal & issuing authority

Sign, seal & date of contractor



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NOTICE INVITING TENDER

GENERAL TERMS AND CONDITIONS

1. Sealed tenders are invited for the following works.

Short Description of Work	Time of Completion	Value of Work	Earnest Money Deposit (In Rs.)	Tender Submission Date & Time	Tender Opening Date & Time
Railway Track for Connecting New Assembly shop to outgoing track	12 Months	Rs.93.55 Lakhs	Rs.1.50 Lakhs (1,50,000) To be accompanied with techno-comm. bid (Part 1)	06 -07-2012 , 1:15 PM	06 -07-2012 , 2:00 PM

- 2 Cost of Tender Document **Rs.1135/- (Rs. 1000 + Vat tax 13.5%)**

- 3 Address for purchase, submission & opening of Tender

(1) Purchase of Tender : - Office of Sh R K Srivastava
DGM – Civil & Estate
BHEL Jhansi – 284129
Email rks@bheljhs.co.in

(2) Submission of Tender :- Tender Box located at Admin Building
Admin Building Main gate
BHEL Jhansi – 284129

Or if sent through Courier

Sh R K Srivastava
DGM – FCX / TCX
BHEL Jhansi – 284129
PH NO 0510 2412785, 9453001001
FAX NO 0510 2412119
Email rks@bheljhs.co.in

- c) Opening of Tender :- Tender Room

Admin Building Main gate
BHEL Jhansi – 284129

- 4 Tender documents can be purchased from the above office by submitting an application and cost of tender documents by Demand Draft payable at Jhansi or cash (to be paid at cash counter at BHEL Jhansi) Till 05/07/2012 upto 3.00 pm
- 5 Bidders may also download the tender documents from the web page of BHEL (www.bhel.com) and use the documents for submission of tender. In such cases, the

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cost of tender documents shall have to be paid at the time of or before submission of offer. Payment to be made through DD favouring " Bharat Heavy Electricals Ltd" payable at Jhansi , to be sent along with the offer.

Note : BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected outright

Your offer is to be submitted in two parts in two separate sealed envelopes properly marked as follows

1. Part-I Techno-Commercial Bid – containing tender document including blank price bid , EMD tender fee (if tender is downloaded from website) and all supporting documents as required to fulfill BHEL qualifying criteria
2. Part-II Price Bid – containing only the filled up price bid.

These two envelopes to be put in third sealed envelope properly marked:

TENDER No. FCX/TE/2/02/R Due date: "06/07/2012"

Part-I Techno Commercial bid:

Part I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at the time & place of opening. A signed blank price-bid copy should be enclosed with this bid. The spaces for prices should be crossed (/).

Part-II Price bid:

The price bid should contain prices only. Price bid will be opened only for the parties who qualify in techno commercial bid.

Brief Description of Project and scope of work

The work involved supply of materials (excluding rails), civil work for preparation of embankment and laying of BG railway track from New Assembly shop to Railway gate inside BHEL Jhansi factory area. In addition, some portion of existing track will be dismantled and re-laid in this work. The length of track is approx 1200 m. Any other misc civil required for the laying of railway track is also under the scope of this tender .The contractor shall arrange all material , tools and plant and labour for the work. Only rails and cement (wherever required) shall be supplied by BHEL.

The period of completion of work shall be 12 months from the 15th day of issue of Letter of Intent by FCX department.

The above description is only brief to give the tenderers an insight into the broad scope of the work. This description cannot be used by the successful contractor to refuse any other work related to the project but not stated explicitly. Further the quantities mentioned in price bid are not binding on BHEL and may increase or decrease to any extent for which contractor shall not be eligible for any revision in rates. The rates for the work shall remain fixed for the entire duration of project. The scope of work may increase or decrease depending on the actual circumstances, BHEL management decisions and the performance of contractor during the progress of the works.

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TO BE SIGNED BY THE TENDERER

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

(Signature of Authorized person(s))
Name and designation of Authorized Person(s)
Signing the tender on behalf of the tenderer

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QUALIFYING CRITERIA

The work is specialized in nature which requires skilful workmanship & timely completion. All the following criteria will have to be met and documentary proof in support of the same to be submitted along with Techno Commercial Bid. Only those parties meeting the following criteria shall be eligible for opening of price bids. The decision of BHEL in this regards shall be final.

(I) FINANCIAL

- (1) The Bidder should have an Average Annual financial turn over during the last 3 years, ending 31st March 2012 not less than **Rs. 28.06 lakhs**.
- (2) The bidder should have the experience of successfully completing similar works during the last seven years ending 31.05.2012 amounting to values mentioned as under in a completed contract. (running contract in a BHEL unit will acceptable along with certificate of satisfactory work performance from Engineer – in- Charge)
 - a) Three similar completed works each costing not less than the amount equal to **Rs. 37.42 lakhs**
 - Or**
 - b) Two similar completed works each costing not less than the amount equal to **Rs 46.78 lakhs**
 - Or**
 - c) One similar completed work costing not less than the amount equal to **Rs 74.84 lakhs**

Definition of similar work(s):Laying of Broad Gauge Railway Track as per Indian railway specifications of minimum 500 m length.

- (3) The Bidder should possess PAN No, Service Tax Number (PAN based), TIN No. and submit a copy of the supporting documents along with tender documents.

(II) HR and Legal

- (1) The bidder is required to obtain PF registration, ESI registration and Central Labour License before start of work. If the bidder already has these documents, they must be submitted along with techno-commercial bid. If not, the bidder must submit affidavit of obtaining PF, ESI registrations and Central Labour License within 15 days of issue of Letter of Intent by the department. Work at site will be permitted only after all the above requirements are fulfilled and documents submitted to BHEL

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- (2) The bidder must sign self declaration of compliance to all statutory and legal requirements of Appropriate Government and other Legal Authorities.
- (3) The bidder must submit self declaration of having never been blacklisted from any BHEL unit or any State / Central Government department / PSU
- (4) The bidder must submit self Certificate declaring the firm and its proprietor/partners/Directors has never been found guilty by a court for crimes of fraud , dishonesty or moral turpitude

(III) Technical Proficiency

- (1) The bidder must submit the list of tools, plants and machinery available with them
- (2) The bidder must submit the list of technical and skilled manpower available with them

PRE BID TIE UP

The bidders have the option to have pre-bid tie-up with firms having competence in respective fields to complete the work within specified time frame maintaining quality standards. The lead partner must meet the average annual financial turnover requirements mentioned in (1) of qualifying criteria. He should undertake project management, monitoring & technological inputs. The lead partner shall be responsible for coordination with his tie-up partner/suppliers, assessment of their quality of workmanship and their payments, ensuring timely completion of work and submission of bills to BHEL. The qualifying criteria No.(2) will have to be met by the other partner alone. The tie-up agreement which shall comprise of a Joint Deed of Undertaking (Annexure H) and Memorandum of Understanding (Annexure I) shall be as per format given in this tender document and will have to be submitted along with techno-commercial bid. The other partner cannot be changed during the period of contract without the written consent of BHEL.

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REVERSE AUCTION

BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below

- (1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (2) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- (3) BHEL will inform the Contractors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- (4) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- (5) Contractors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the contractors will not be eligible to participate in the event.
- (6) BHEL will provide the calculation sheet which will help the Contractors to arrive at "Total Cost to BHEL" by including items like Taxes and Duties and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Contractors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- (7) Reverse auction will be conducted on a scheduled date & time.
- (8) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- (9) The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- (10) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of contractors to conduct business with BHEL as per prevailing procedure.
- (11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

NOTES:

- I) No conditional tender will be accepted.
- II) Valuation will be on total of all schedules. And L1 (lowest bidder) will be decided on overall basis only
- III) BHEL reserves the right to delete any items of works or reject incomplete offers.

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TIME SCHEDULE OF COMPLETION

The total time allowed for the execution of the work is 12 months from the 15th day of issue of Letter of Intent by the department.

The bidders are advised to visit the site of work and obtain data about the weather conditions, water table etc, before quoting their rates. No claim shall be entertained on account of contractor lack of knowledge of site and conditions.

Note: Contractor should submit their Bar-chart/PERT chart (L-I Chart) along with techno-commercial bid

CONTRACT EXECUTION REQUIREMENTS

- (3.1) Project manager (having experience of execution of Permanent way works) with financial powers and adequate funds should be posted fulltime during the contract period. This person shall be in the regular rolls of the contractor on whom the contract is awarded.
He must be supported by adequate supporting staff. Details of this team including qualification shall be submitted with part-I bid. The technical team of the contractor should have sound knowledge of railway track properties and experience of execution.
- (3.2) In view of the urgency for completion of work the contractor must ensure daily work. The work must also continue uninterrupted during rainy season. For this necessary and adequate sheds (covered area) shall be constructed at contractor's cost
- (3.3) Field laboratory with test equipment for checking gauge, cant and other railway track properties necessary shall be established.
- (3.4) As the construction site is inside BHEL premises under CISF, contractor shall have to organize passes. Necessary formalities for material, equipment entry passes shall have to be organized by the contractor. BHEL shall provide necessary assistance in this regard.
- (4) The successful bidder will be required to comply with all the rules & regulations of U.P. Categorical confirmation is required that contractor will fulfill all the requirements applicable to this type of work in U.P including any new registrations etc.

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INSTRUCTIONS TO TENDERERS

- 1.0 The tenderers shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. If the tenderer has any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender and obtain clarification before last date of submission of bids
- 2.0 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge after submission of the tender.
- 3.0 Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender document and specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 4.0 The tenderer shall quote the rates after visiting the site to know the site conditions. The tenderer shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rate quoted in WORDS shall be treated as final rates. For the purpose of the tender, the metric system of units shall be used.
- 5.0 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The tenderer shall duly attest all cancellations and insertions prior to submission of tender.
- 6.0 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The tenderer shall duly attest all cancellations and insertions prior to submission of tender.
- 7.0 BHEL may carry out Reverse Auction through authorized Service Provider for determination of Lowest bidder
- 8.0 Initial Bid during During Reverse Auction must be same as the sealed price bid submitted along with tender documents
- 9.0 **DATA TO BE ENCLOSED.**
Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
- 9.1 **FINANCIAL STATUS.**
Financial viability as per Proforma enclosed at ANNEXURE `A` including Permanent Account Number issued by Income tax department.
- 9.2 **BLANK PRICE-BID**
The blank price-bid duly signed and stamped should be enclosed with the techno-commercial bid. The space for prices may be crossed (/).
- 9.3 **PREVIOUS EXPERIENCE:**A statement giving particulars (duly supported by documentary evidence) of the various services rendered/in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc. as per performa – ANNEXURE-`B`

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9.4 ORGANISATION CHART:

9.4.1. The organization pattern indicating name, qualification and experience of engineer present at senior level in the roll of the company as on 31.05.12 shall be attached.

9.4.2. Details of construction equipments in support of their capability and satisfactory completion of the project shall be attached

9.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.

9.6 IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.

OR

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

OR

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

9.7 Declaration sheet as per Performa enclosed at ANNEXURE `C`.

9.8 Check list and schedule of general particulars duly filled in, signed and stamped as per `ANNEXURE `D`.

9.9 In addition to the above the particulars required elsewhere in tender documents.

9.10 Mention your PF code No. allotted to you by the Regional Provident Fund Commissioner.

9.11 Mention your ESI code no or any other medical policy prevailing in your company.

9.12 Mention your Service Tax Registration No.(PAN based) issued by Central Excise Department.

Note: In terms of clauses 9.1 to 9.12 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary, proofs wherever necessary also need to be enclosed.

10 EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

(Note: Cheques, Money Orders or Postal Orders will *not* be accepted.)

10.1 **Cash:** The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited Jhansi and cash receipt issued by him shall be enclosed along with the tender as permissible under *IT, act*. **OR**

10.2 Demand Draft from any Nationalized Bank in favour of Bharat Heavy Electricals Limited, JHANSI.

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- 10.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 10.4 The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.
- 10.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after finalization of the tender.
- 10.6 BHEL reserves the right of forfeiture of Earnest Money in case the tenderer:
 - 10.6.1 Submits false information.
 - 10.6.2 After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
 - 10.6.3 Fails to commence the work within fifteen days from the date of issue of 'letter of intent'.
 - 10.6.4 Fails to submit 50% of the total security deposit before start of work.
 - 10.6.5 Fails to start the work as may be indicated in the Letter of Intent.
- 10.7 EMD to be submitted along with techno commercial bid only and not in price bid
- 10.8 No adjustment of earlier EMD/Security deposit, if any, shall be permitted.
11. Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders. The offer shall be kept open for acceptance for a minimum period of 6 months from the date of opening of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers
- 12.0 **RATES OFFERED & EVALUATION OF BIDS:**
 - 12.1 Rates quoted should be inclusive of all taxes and duties excluding service tax as applicable against documentary proof.
 - 12.2 The quantities mentioned are tentative and liable to change after submission of the same by our consultant.
 - 12.3 Payment under this contract shall be released as per General Condition of Contract(GCC) BHEL, Jhansi as per schedule of activities on satisfactory completion of stages of work in all respects against the invoices supported by necessary documents effecting due deductions.
 - 12.4 Price Bid is divided into two parts; Section A and Section B. **Section 'A' is the list of CPWD, DSR 2007 items. Section 'B' is the list of Extra items which are not in CPWD DSR 2007. For Section A items SI No 1 to 7, percentage above or below DSR 2007 rates must be quoted whereas Item rates are to be quoted against Section "B" items SI no 8 to 45 (as mentioned in Price Bid). No item should be left blank.**
 - 12.5 The lowest bidder will be evaluated on overall basis taking section A & section B together.
 - 12.6 No advance payments will be made.
 - 12.7 Rates should be kept valid for 6 months.

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13.0 EXECUTION OF CONTRACT:

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

14.0 SECURITY DEPOSIT

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the letter of intent for satisfactory completion or work.

14.1 The total amount of Security Deposit shall be calculated based on value of work order as per contract agreement.

14.2 The Security Deposit will be deposited within 15 days from the date of issue of letter of intent but before start of work in any one of the following forms.

14.2.1 The total Security Deposit as indicated in the Letter of Intent has to be submitted in cash or as per clause 14.2.2 herewith as under :

14.2.2 The rate of Security Deposit will be as below:

a)Rs 4 lakhs + 5% of the amount exceeding Rs 50 Lakhs.

b)The security deposit will be collected before start of the work by the contractor.

c)Security deposit may be furnished in any of the following forms:

(i) Cash (as permissible under the Income Tax Act)

(ii) Pay Order, Demand Draft in favour of BHEL,Jhansi.

(iii) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL, Jhansi and discharged on the back).

v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL, Jhansi. See Annexure F

vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL Jhansi, duly discharged on the back.

vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills

Note: Acceptance of the Security Deposit against SI No (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL, Jhansi. However BHEL, Jhansi will not be liable or responsible in any manner for the collection or interest or renewal of the documents or in any other matter connected therewith.

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- 14.2.3 The validity of the Bank Guarantee furnished towards Security Deposit under 14.2.2 above shall be up to the period of completion of work as stipulated in the Letter of Intent + Guarantee period + 3 months claim period.
- 14.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 14.4 **Stamp Duty** - Contractor should deposit stamp duty on security deposit as per Indian Stamp Act 1899 and amendment made there under ,applicable UP stamp duty rules and will have to be deposited before commencement of the contract.
- 14.5 Adjustment of Earnest Money Deposit towards part of Security Deposit shall be done as per clause 10.4 above.
- 14.6 BHEL reserves the right to forfeit the Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 14.7 RETURN OF SECURITY DEPOSIT:**
If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of security deposit will be released only after 'defects liability period' of 12 months from the date of completion and on submission of proof of compliance of PF, ESI, Service tax payment and labour laws etc .
- 15.0** No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the Contractor by BHEL.
- 16.0 REJECTION OF TENDER AND OTHER CONDITIONS:**
The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 16.1.1** To reject any or all of the tenders
- 16.1.2** To modify the time for completion suitably.
- 16.2** Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 16.3** If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm

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

- 16.4** BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 16.5** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/any other moneys due.
- 16.6** Should a tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 16.7** The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 17.0** The following terms and expression shall have the meaning hereby assigned to them except where the context otherwise requires.
- 17.1** BHEL shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi Pin – 110 049 or its authorized Officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 17.2** CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment's.
- 17.3** 'CONTRACTOR' shall mean the individual, firm or Company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 17.4** 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Conditions of Contract, Special Conditions contract, of Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Agreement.
- 17.5** 'TENDER DOCUMENTS' shall also include the 'General Conditions of Contract' (GCC) of BHEL. If there is any duplication or deviation between the GCC and the 'Instructions and terms & conditions' the latter shall prevail. Where-ever the latter is silent; the former shall be referred to.

Signature, seal & issuing authority

Sign, seal & date of contractor



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- 17.6** Letter of Intent shall mean the intimation by a letter/telegram /fax to the tenderer that the tender has been accepted in accordance with provision contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 17.7** COMPLETION TIME shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/plant which are found acceptable by the Engineer being or required standard and conforming to the specifications of the contract.
- 17.8** 'TESTS' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 17.9** 'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
- 17.10** 'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.
- 18.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION**
The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Jhansi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 19.0 COMMENCEMENT & COMPLETION OF WORK (Pl. also refer clauses 12 & 31 of General conditions of contract of BHEL Jhansi)**
The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.
- 19.1.1** If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 19.1.2** All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 20.0 MEASUREMENT OF WORK AND MODE OF PAYMENT**
- 20.1** All payments due to the contractor shall be made by 'Electronic Fund Transfer'. For this purpose the contractor has to give his account details in the standard format to be provided by BHEL Jhansi.
- 20.2** All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the party will sign in that. **In case the price bid has been obtained through Reverse Auction RA, the entries in the measurement book shall be made using price quoted in Initial Bid and the actual amount to be paid will**

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be obtained by dividing the total of all items by the factor of "Total amount of Final Bid divided by Total amount of Initial Bid).

- 20.3 All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I. Tax, VAT, water charges @ 1% of gross bill amount etc.
- 20.4 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 20.5 The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re-measurement.
- 20.6 Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 20.7 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

NOTE : Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.

21.0 RIGHTS OF BHEL

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

- 21.1 To get the work done through another agency at the risk and cost of contractor, in the event of poor progress or the contractor's not starting the work, after once shifting it, poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of work persistent disregard of instructions of BHEL assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim/recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 21.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of erection and get it done through another agency and/or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/BHEL's obligation to its customer.
- 21.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other

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agencies at contractor's risk and cost in addition to liquidated damages in the event of:

21.3.1 Contractor's continued poor progress.

21.3.2 Withdrawal from or abandonment of the work before completion of the work

21.3.3 Corrupt act of the contractor.

21.3.4 Insolvency of the contractor

21.3.5 Persistence disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission

21.3.6 Non-fulfillment of any contractual obligations or obligations under the law

21.4 To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.

21.5 To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work (Pl. refer cl. 32 of GCC of BHEL Jhansi).

21.6 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subjected to revision.

21.7 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

21.8 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/extra payment on this account.

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

22.0 CONSEQUENCES OF CANCELLATION

Whenever BHEL exercises its authority to terminate the contract and withdraw a portion of work under clause 23, the work may be got completed, by any other means, at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

22.1 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of material purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

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23.0 FORCE MAJEURE

23.1 The following shall amount to force majeure conditions. Acts of God, act of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.

23.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of any such contingency provided the contractor immediately reports about the same to BHEL in writing supported by documentary evidence but the Contractor shall not be eligible for any compensation on this account.

24 GUARANTEE

The satisfactory and safe performance of the work done by the contractor shall be guaranteed up to 12 Month (One Year) from the date of the completion of work. During this period of the responsibility of contractor shall be to attend all meetings with BHEL, Jhansi and to attend & reply all the matters relating to the design / contract work as may be required. 50% of the security deposit calculated as per BHEL Policy, shall be retained by BHEL during passing of final bill against the performance guarantee during the defect liability period. **For water proofing Security Deposit equal to 10 % of total value of the item will be kept for Guarantee Period of 5 years.**

25.0 ARBITRATION

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer 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 sole arbitration of the Unit head of BHEL Jhansi or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996.

25.1 The parties to the contract understand and agree that there will be no objection that the Unit head of BHEL Jhansi or the person nominated as arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

25.2 In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Unit head of BHEL Jhansi or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

25.3 The arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration

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shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

25.4 Wherever the above sub-clauses are silent w.r.t arbitration, Cl.50 of GCC shall be referred to.

26.0 Responsibilities of contractor.

26.1 The contractor shall be fully and finally responsible for correctness and quality of his work to the entire satisfaction of the BHEL/Customer.

26.2 The work shall be executed in accordance with the directions, instructions, drawings and specifications, which shall be given to the contractor by BHEL from time to time.

26.3 If in the opinion of the contractor any work is insufficiently specified or required modifications, the contractor shall refer the same in writing to the Engineer and obtain his instruction/approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.

26.4 The contractor will be required to make agreement with BHEL on Non-Judicial stamp paper of Rs.100/- as per Annexure-"E" and Annexure G for Indemnity bond.

26.5 The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed.

26.6 Material reconciliation statement has to be submitted by the contractor as & when required by BHEL.

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TERMS & CONDITIONS OF TENDER

The contractor shall comply with the following general terms, conditions and special instructions.

1. The contractor shall fully comply with the following enactments:
 - a. Contract Labour (R&A) Act, 1971.
 - b. Wage Rates not less than that notified by State Labour department from time to time.
 - c. Payment of Wages Act.
 - d. Payment of Bonus Act
 - e. ESI Act, 1948.
 - f. EPF Act, 1952.
 - g. Employees Compensation Amendment Act, 2010.
 - h. Stamp duty Act, 1898
 - i. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
2. The Contractor shall obtain license from the appropriate Labour Commissioner's office, of appropriate Government if he engages 20 (Twenty) or more workmen only.
3. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.
 - a. Form XIII - Register of workmen employed by contractor (Rule 75).
 - b. Form XIV - Employment card issued by contractor (Rule 76).
 - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
 - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
 - e. Form XVII - Register of wages-cum Muster Roll (in case of weekly payment).
 - f. Form XIX - Wage slip (Rule 78 (b)).
 - g. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii)).
 - h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
 - i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
 - j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
 - k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

4. The contractor shall observe (a) Weekly rest day. (b)The company list of holidays.

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5. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the HR Department / IR section through the contract executing officers before commencement of the work.
6. The Entry permits are to be issued to the Contract Labour by CISF , based on the requisition submitted by Contract Executing Officer and forwarded by Head (HR).
7. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
8. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified / conducted by the HR Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
10. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
11. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
12. The contractor must satisfy himself by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
13. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.

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14. Contractor on the advice of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misbehaves or commits a deed of misconduct and such persons shall not be again employed on the works without permission of the company official.
15. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
16. The contractor shall give all notices required by the acts regulations, bye-laws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
17. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.
18. In the event of any accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the company as principal employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
19. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there-under if the same are applicable.
20. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
21. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.

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22. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
23. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, Jhansi.
24. The contractor shall abide by all the labour laws especially Contract labour (R & A) Act, Payment of wages Act, Workmen's compensation act, Minimum wages Act, ESI Act and Provident Fund Act as amended from time to time.
25. The contractor shall comply with provident Fund Act either through PF code allotted to him or by the code provided by PF Department to work Centers in the FACTORY CIVIL OF B.H.E.L. Jhansi.
26. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
27. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
28. The contractor shall not resort to sub-contracting under any circumstances. If found sub-contracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
29. The contractor shall provide the required safety equipment to labours engaged by him.
30. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
31. The contractor shall be responsible to settle any grievances of the labour deployed by him/her.
32. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the

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contractor's authorized agents, who are entrusted with the work by contractor.

33. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actual required for execution. The BOQ attached with this tender is tentative and may change after submission of the same by the consultant.
34. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as it deems necessary.
35. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be, from time to time shall be done by the company official.
36. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions.
37. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
38. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
39. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
40. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be removed from the work site at the contractor's expenses.
41. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
42. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.

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43. Contracts shall be deemed to have included in his tender, price of all the plants Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the time specified.
44. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
45. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor. See schedule "C"
46. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
47. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
48. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
49. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
50. In case of any suit or other legal proceeding arising under this contract, the courts at Jhansi (UP) only shall have the Jurisdiction.
51. The company reserves the right to enter into parallel agreement with one or more contractor(s) at its discretion.

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52. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor himself/herself.
53. The labour employed by the contractor, if found in betting with fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
54. Wherever, BHEL/COMPANY standards are mentioned, same shall by strictly follow.
55. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
56. The works have to be carried out as per CPWD specifications 2007, Wherever CPWD specifications are silent, the work shall carried out as per Indian railways specifications. In case of defective work, BHEL will have full right to reject the work or part there of .Such defective work if any , will have to be rectified at contractor's cost . The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
57. The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by engineer in charge , the contractor shall make separate store for cement with double lock system .The empty cement bags shall be stocked at one place and at least 90 % of them shall be returned to BHEL at BHEL stores in good condition without any payment therefore. If the total quantity of 90% empty cement bags are not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills .Cement consumption shall be determined as per DSR 2007 norms. Any deviation from norms exceeding 3% shall result in recovery of excess bag at double the issue rate.
58. All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries shall be Income Tax, VAT (as applicable), and hire charges of any T&P issued to contractor by BHEL.
59. NOTE: BHEL General Condition of contract(G.C.C.) will also be applicable in addition to this tender document.

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT

Railway Track for connecting new Assembly shop to outgoing track.

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II) Special Instructions:

1. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
2. The contractor has to produce the bank guarantee (as mentioned earlier) in the prescribed Proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for three months after expiry of the contract and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period (12 months) + 3 months claim period. 10% of total value shall be withheld in case bank guarantee is not renewed.
3. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
4. The rates quoted by the contractor shall be firm for the contract period.

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

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ANNEXURE -A

FINANCIAL VIABILITY

1.	Owner's capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years 2011-2012 2010-2011 2009-2010	Rs. Rs. Rs.
3.	Value of fixed Assets of the Business in last three years 2011-2012 2010-2011 2009-2010	Rs. Rs. Rs.
4.	Guarantee limits (if any) enjoyed by the firm	Rs.
5.	Over draft limits (if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8.	PERMANENT ACCOUNT NUMBER:	

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

Signature, seal & issuing authority
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Sign, seal & date of contractor



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ANNEXURE - 'B'

ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

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

Note : - Where work is done for Private parties, Certificate of Tax Deduction (Form 16 issued by the client) must be produced as proof of payment)

Signature, seal & issuing authority

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Sign, seal & date of contractor



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ANNEXURE –C

DECLARATION SHEET

I,on behalf of M/s.....
..... Hereby certify that,

1- All the information and data furnished by us with regard to this Tender No.are true and complete. We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.

2- Our firm has not been black listed by any BHEL unit or any other Government / Public sector organization.

3- Our firm has never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude.

4- We agree to abide by all statutory and legal requirements of Central / State Government.

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

Date

Name & signature of the bidder
(Seal)

Signature, seal & issuing authority

Sign, seal & date of contractor



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ANNEXURE – D**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS***NOTE: Tenderers must fill in the following details and no column should be left blank.*

1.	Name & Address of the Tenderer	
2.	E-mail ID	
3.	Phone No. (Office) Fax No.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tenderer's proposal No. & date	
6.	Whether EMD submitted (By cash/ bank draft). Give detail.	
7.	Validity of offer/rates quoted for six months from the date of opening of tender	Yes/No
8.	Financial Status as per Clause 9.1 (in the format Annexure `A')	Yes/No
9.	Permanent account Number as per Clause 9.1	
10.	Blank price-bid, as per Clause 9.2	Yes/No
11.	Details of experience as per Clause 9.3 and Qualifying Criteria pg 6 & 7 (in the format Annexure `B')	Yes/No
12.	Attested copy of power of attorney as per clause 9.5 (pg 11)	Yes/No
13.	Details about type of the firm as per clause 9.6 (pg 11)	Yes/No
14.	Declaration sheet as per clause 9.7 (in the format Annexure `C')	Yes/No
15.	Service Tax Registration Number (PAN based)	
16.	TIN number	
17.	ESI policy no-	
18.	P.F. Code No	
19.	Central labour license no. & date of validity	
20.	Bar chart/PERT Chart (Time schedule)	

Documentary proof in support of above must be submitted along with Techno Commercial Bid (Part I)

Signature, seal & issuing authority

Sign, seal & date of contractor



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**ANNEXURE – E
CONTRACT**

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

THIS AGREEMENT MADE THIS..... DAY OF 201.... Between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

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

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

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

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

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

The Contractor has furnished a Guarantee bearing No..... Dated for a sum of Rs..... (Rupees.....) executed byBank in favour of BHEL towards Security Deposit valid up to.....(The Contractor has furnished to BHEL an initial Security Deposit of Rs..... in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by

Signature, seal & issuing authority

Sign, seal & date of contractor



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BHEL..... @ 10% of the value of work done from each running bill till the entire security deposit is recovered).

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

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

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

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

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

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

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

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

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

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

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

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

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

The following documents:-

(a) Invitation to Tender No..... and the documents specified therein

(b) Contractor's Offer No..... date.....

(c) Letter of Intent No..... date

(d)

shall also form part of & shall govern this Agreement.

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
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IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

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

WITNESS: -1.

2.

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

1.

2.

Signature, seal & issuing authority

Sign, seal & date of contractor



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ANNEXURE – “F”

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

PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

B.G. No _____ Date _____. This
Deed of Guarantee made this the _____ day of _____ Two thousand
between M/s. _____
(Bank) _____.

_____ hereinafter called " the Guarantor" (which expression shall
unless repugnant to the context or meaning thereof be deemed to include its
successors and assigns) of the ONE PART and M/s Bharat heavy Electricals Limited (a
Government of India Undertaking) a Company incorporated under the Companies Act.
1956, having its Registered Office at BHEL House Siri fort, New Delhi - 110 049 through
its Unit At Jhansi - 284129 Uttar Pradesh hereinafter called "the company " (which
expression shall unless repugnant to the context or meaning thereof be deemed to
include its successors and assigns) of the OTHER PART:

WHEREAS M/s _____ (hereinafter referred to as the contractor)
have entered in to a contract Bearing No. _____ dated _____ with
the company.

AND WHEREAS The Contractor has aproached the Guarantor and in consideration of
the arrangement arrived at between the Contractor and the Guarantor, the guarantor
has agreed to give the Guarantee as hereinafter mentioned in favour of the Company .

(Full Sifgnature of the Executant with seal)

NOW THIS DEED WITNESSES AS FOLLOWS

This Guarantor do hereby Guarantee to the Company the due and faithful
performance,observance or discharge of the Contract by the contractor and further
unconditionally and ireevocably undertake to pay to the Company without demur and
merely on a demand, to the extent of Rs _____/- (Ruspees
only) and claim made by the Company on them for any loss, damage, costs, charges
and expenses caused to or suffered by the Company by reason of the Contractor
making any default in the performance, observance or discharge of the terms
conditions, stipulations or any one of them a contained in the Contract.

2. The decision of the Company whether any default has been occurred or has
been committed by the contractor in the performance,observance or
discharge of any of the terms, conditions, stipulations or undertakings or any
one of them as contained in the Contract and/or to the extent of loss,
damage, costs, charges and expenses caused to or suffered by the Comany
by reason of the Contractor making any default in the Performance,
observance or discharge of any of the terms, conditions, stipulations or
undertakingsor any one of them shall be conclusive and binding on the
Guarantor irrespectibe of the fact whether the Contractor admits or denies the
default or questions the correctness of any demand made by the Company in
any Court, Tribunal or Arbitration Proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the
liability of the Guarantor under this Guarantee, form time to time to vary any
of the terms and conditions of the contract or extend time of performance by

Signature, seal & issuing authority

Sign, seal & date of contractor



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the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under those presents by any exercise by the Company of the liberty with.

(Full Signature of the Executant with seal)

Reference to the matters aforesaid or by reason of time being given to the Contractor any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision has the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect from _____ to _____ i.e the period that would be taken for the performance of the Contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject, however, that the Company shall have no claim under this Guarantee after date _____ unless a notice of the claim under this Guarantee has been served on the Guarantor within _____ months from the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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

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

(Full Signature of the Executant with seal)

7. The Guarantor hereby declare that it has power to execute this Guarantee under its memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of attorney granted to him by the proper authorities of the Guarantor.

8. Notwithstanding anything contained herein before the Guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force from _____ to _____ with a claim period of _____ 3 months thereafter .

9. IN WITNESS WHEREOF THE _____ (bank) hereunto set and subscribed its hands the day, month year first above written.

SIGNATURE FOR AND ON BEHALF OF THE BANK WITH SEAL

WITNESSES:

(1)

(2)

Signature, seal & issuing authority

Sign, seal & date of contractor



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(Not to be typed on Bank Guarantee).

1. The Bank Guarantee should be from a Nationalised Bank.
2. The Bank Guarantee has to be directly sent by the Banker to BHEL with a covering letter.
3. **Date of execution of B.G. should be after the date of purchase of the Non Judicial stamp paper.**
4. Bank Guarantees executed in foreign countries must be confirmed by an India Bank or Indian Embassy/ Consulate in that country and should be registered in India by affixing requisite no- judicial stamp.
5. Where pre bid tie up is made, both parties shall submit the bank guarantee against the value of work to be done by them

Signature, seal & issuing authority

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Sign, seal & date of contractor



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ANNEXURE – “G”

INDEMNITY BOND

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

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

- 1.
- 2.
- 3.

Contractor

.....

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

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ANNEXURE – “H”

Joint Deed of undertaking

(To be only submitted alongwith tenders where Pre Bid Tie Up option is used)

THIS Joint deed of undertaking is executed this < date > at Jhansi (Uttar Pradesh) between

BETWEEN

1. M/s <lead partner >having their head office at <address> represented thought their <proprietor/partner/Director> Shri.< name of proprietor/partner/Director> (**herein after referred to as M/s . <lead partner >**)

And

2. M/s <other partner> having Regd, Office at <address> represented through their <proprietor/partner/Director> Shri.< name of proprietor/partner/Director> (**herein after referred to as M/s. < other partner >**)

(the expression & words of the parties shall mean and include their successor , assigns, nominee execution, administrator and legal representative respectively.

WHEREAS

Bharat Heavy Electricals limited incorporated under the laws of India having its registered office at BHEL House Siri Fort New Delhi -110049 and inter alia a unit at Transformers plant PO BHEL Jhansi 284129 (**hereinafter referred to as “BHEL”**)

The BHEL-Jhansi invited Tender No <tender number>dated <date> for <Name of work> at BHEL - Jhansi (**hereinafter referred to as the “ Project”**)

AND WHEREAS ITEM _____ Chapter _____ Clause _____ of (General description and Bidder’s responsibilities) of the terms & conditions of the tender stated herein above facilitates to enter into a tie- up agreement with the qualifying firm/Firms before the submitting along with Techno commercial bid for execution of the detailed works as mentioned herein.

- Details of Work, by lead member , other members
- Consideration,
- Details of Time frame for execution/ completion of the work are annexed with this JDU.

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

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AND WHERE AS M/s<><lead partner>and M/s <other partner> (**herein after collectively referred to as the “ parties ” and individually or separately as party**) after going through the terms & conditions of the tender documents, desire to participate in the project and since they constitute an unincorporated arrangement, they mutually agreed to work together in good faith on an exclusive basis during the preparation , submission of the tender proposal (‘Proposal’) and participation in tender for the project to BHEL and to execute the project in respect of their respective scope of work, incase the proposal is accepted and to be jointly and severally liable to BHEL for performing and execution of the project.

AND WHEREAS if the tender proposal is accepted BHEL shall award the works herein defiles as under:

- A. M/s <lead partner>shall co ordination with M/s. <other partner>for execution of the work as per the render ,for assessment of their quality of workmanship and their payments, censuring timely completion of the work, satisfactory /successful execution / completion of the work & in all respects in accordance with the specification , quality, drawings , terms & conditions of the work assigned .
- B. M/s. <other partner>shall receive all the _____ works & execute the same as per specifications, quality, drawings, terms & conditions of the work assigned.

AND WHEREAS all the parties have also agreed to jointly execute and furnish an irrevocable joint deed of undertaking as provided herein and be jointly and severally responsible and bound to BHEL for successful performance of the project as per the terms and conditions of the contracts in the event of the proposal is accepted by BHEL resulting into contract.

2. M/s <lead partner> shall co ordination with M/s. <other partner> for execution of the work as per the render ,for assessment of their quality of workmanship and their payments, ensuring timely completion of the work , satisfactory /successful execution / completion of the work & in all respects in accordance with the specification , quality, drawings , terms & conditions of the work assigned .
3. M/s. <other partner> shall receive all the _____ works & execute the same as per specifications, quality, drawings, terms & conditions of the work assigned.

NOW THEREFORE THIS JOINT DEED OF UNDERTAKING WITNESSETH AS UNDER.

1. In consideration of the award of the contract by the BHEL we M/s <lead partner> and M/s. <other partner> do hereby declare and undertake that we shall be

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

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jointly and severally responsible to the BHEL for execution and completion of the respective scope of the works for successful performance of the project as per the terms and conditions of the contract.

2. That as per the terms and conditions of the contract we M/s <lead partner> do hereby furnish the bank Guarantee for the performing the project. Further M/s <lead partner> undertake in the event of non performance of the project BHEL shall invoke the Bank Guarantee without notice. Similarly the ,<other partner> also undertakes to furnish the bank Guarantee for the performing the project. Further M/s < other partner> undertake in the event of non performance of the project BHEL shall invoke the Bank Guarantee without notice
3. That we M/s <lead partner>and M/s. <other partner> do hereby undertake and confirm that the this undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of warranty period (as described in the contract) of the last equipment covered under this joint deed of undertaking and further stipulates that the undertaking herein contained shall terminate after the expiry of ninety (90) days of satisfactorily completion of such warranty period (as prescribed in the contract). In case of delay in completion of the warranty period , the validity of this joint deed of undertaking shall be extended by such period of delay .We further agree that this joint deed of undertaking shall be without any prejudice to the various liabilities , including contract performance security as well as other obligations of the contractor in the terms of the contract
4. Notwithstanding the scope of the work drawn herein above we agree that it shall be overall responsibility of M/s <lead partner>and M/s. <other partner> to ensure execution of the respective areas of work to achieve successful completion of the project & performance of the project.
- A. That we take under this joint deed of undertaking that we shall depute experienced staff who shall be more than 18 (eighteen) years of age for execution of the work assigned. M/s <lead partner>will co ordinate with M/s <other partner>Private Limited & its employees. Both the parties maintain regular contact & will interact on matters relating to the work awarded to the first party. Both the parties shall not assign or transfer the work or any part of the work to any firm with out the prior written consent of BHEL.
5. That the joint deed of undertaking shall be construed and interpreted in accordance of the laws of INDIA and the court of Jhansi.
6. The joint deed of undertaking shall become effective from the date of signature of this joint deed of undertaking.

Signature, seal & issuing authority

Sign, seal & date of contractor



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7. In terms of the statements and obligations expressed herein above this JDU shall be binding on the Parties, and bound to legal obligations. This JDU shall be legally enforceable in accordance with their terms in Jhansi courts of competent jurisdiction This JDU shall be governed by the Laws of India and the rules framed there under. The Courts of Jhansi shall have exclusive jurisdiction in all matters relating to or arising out of this JDU.
8. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Jhansi in India. The Award to be given by the Arbitration shall be a speaking award.
9. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi Courts.
10. This joint deed of undertaking shall be terminated on satisfactory completion of the works specified in the tender or,
 - The contract with respect of the project awarded to a third party. or,
 - The BHEL abandons the project.

IN WITNESS WHEREOF M/s <lead partner> and M/s <other partner> through their authorized representatives have executed these presents on the < day and date >. these joint deeds of undertaking is being prepared one in original for submission BHEL and two copies retention by each party.

M/s <lead partner>
(Constitution of the firm)

M/s <other partner>
(Constitution of the firm)

Signature, seal & issuing authority

Sign, seal & date of contractor



JHANSI

BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT

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ANNEXURE – “I”

Memorandum of understanding

(To be only submitted alongwith tenders where Pre Bid Tie Up option is used)

THIS Memorandum of understanding is executed this < Date /month/ year > at Jhansi (Uttar Pradesh) between

BETWEEN

1. M/s <lead partner>(Constitution of the firm) having their head office at < address> represented through Shri. < name of proprietor/partner/Director>.(**Hereinafter referred to as “M/s <lead partner>”**)
And
2. M/s <other partner> (Constitution of the firm) having Regd, Office at < address > represented through Shri. <name of proprietor/partner/Director> (**hereinafter referred to as “M/s <other partner> ”**)

(the expression & words of the parties shall mean and include their successor , assigns, nominee execution, administrator and legal representative respectively.

WITNESSTH

WHEREAS

- A. Bharat Heavy Electricals limited incorporated under the laws of India having its registered office at BHEL House Siri Fort New Delhi -110049 and inter alia a unit at Transformers plant PO BHEL Jhansi 284129 (**hereinafter referred to as “ BHEL”**) The BHEL-Jhansi invited Tender No. <tender number> dated <date> for <name of work> at BHEL - Jhansi (**hereinafter referred to as “ Project”**)
- B. That the terms & conditions of the Tender stated herein above facilitates to enter into a tie- up agreement with the qualifying firm /Firms for execution of the detailed works as mentioned herein.
 - Details of Works, by lead member , other members
 - Consideration,
 - Details of Time frame for completion/execution of the work are **annexed** with this MOU

Signature, seal & issuing authority

Sign, seal & date of contractor



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C. The parties desire by means of this MOU to define in relation to the project, the respective scope of work of the parties to this project which is broadly comprising of ...

- That M/s <lead partner> shall be responsible for execution of work stipulated in tender, to co ordination with M/s <other partner> for assessment of their quality of workmanship and their payments, censuring timely completion of the work , satisfactory /successful execution / completion of the work in all respects in accordance with the specifications, quality, drawings , terms & conditions of the work assigned .
- That M/s < other partner> shall do the _____ works in all respects in accordance with the specification , quality, drawings , terms & conditions of the work assigned .

NOW THEREFORE in consideration of the mutual covenants it is agreed between the parties as follows:

1. General.

The object of this MOU is to define the basic principles of internal or interrelationship amongst the parties in the proposal and the implementation of the project in case the same awarded to the parties .

1.1 The parties mutually agree and confirm that they constitute an unincorporated arrangement to qualify for the tender & to submit the proposal for the award of refereed herein above for the execution of the project based on the respective scope of work as set forth herein, notwithstanding anything contained herein, the parties shall be liable jointly and severally to BHEL for the project in accordance with the terms and condition of the tender documents, the parties shall submit a joint undertaking to BHEL in this regard . such joint and several liability shall neither extend to any third party other than BHEL nor shall it be applicable for any purpose other than the project referred herein above and each party shall be liable to each other in respect of independent scope of work set forth herein , not withstanding the joint representations and commitments made to BHEL .

1. 2. Nothing contained in MOU shall;

be construed to constitute , create , effect to otherwise recognize a corporation , partnership or an association of persons or formal business entity of any kind or as creating any type of sponsorship , agency or any similar relationship between the parties hereto . In addition , the execution of this MOU by the parties shall not in any way be deemed to create a precedent for the establishment of any future

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relationship between the parties in respect of any future project (s) or contracts for the projects other than the project referred herein above under this MOU. The parties further acknowledges that no employment relationship shall be created or evidenced by this MOU and that neither party is permitted or authorized to act on behalf of other party in any event except as provided in this MOU. Further noting in this MOU shall be construed as either party granting the other party to sell, develop, exploit or further develop any project, technology, service or solution or any information or knowledge involved or related thereto. Nothing herein shall be construed as provided for common management, capital contribution, not for the sharing of the profits, or losses arising out of the respective scope of the work of the parties under this MOU.

3. Exclusively

- The parties shall Co-operate with each other to fullest extent with respect of their pre-qualification for the project and preparation of the tender and execution of the project during the term of the MOU and act all times so far practical in such a way as to further the common interests of the parties
- No party shall during the term of the MOU without prior written consent of the other party or parties directly, indirectly, solely or jointly, discuss, study, negotiate or participate with or on behalf of any third party in any manner concerning the project.
- The MOU shall in no way restrict any of the parties from engaging in any activity that is not concern to the project.

4. The scope of the work of MOU members.

- That the M/s <lead partner> shall be responsible for execution of work stipulated in tender, to co-ordination with the second party for assessment of their quality of workmanship and their payments, ensuring timely completion of the work, satisfactory /successful execution / completion of the work in all respects in accordance with the specification, quality, drawings, terms & conditions of the work assigned.
- M/s <other partner> shall do all the civil works in all respects in accordance with the specification, quality, drawings, terms & conditions of the work assigned.

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Sign, seal & date of contractor



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5. Authorization

- M/s <lead partner> having their head office at <address> represented through their Shri. < name of proprietor/partner/Director>.
- M/s <other partner> having Regd, Office at <address> represented through Shri. < name of proprietor/partner/Director>.

Shall be represented by Shri <name of person authorised for tender> and authorized to submit the proposal for the tender.

6. Roles & responsibilities

M/s <lead partner> having their head office at <address> represented through their Shri. < name of proprietor/partner/Director>. Shall be responsible:

Roles:

- To execution of work stipulated in tender, to co-ordinate with the second party for assessment of their quality of workmanship and their payments, ensuring timely completion of the work , satisfactory /successful execution / completion of the work in all respects in accordance with the specification , quality, drawings , terms & conditions of the work assigned .

Responsibilities:

- Responsible for actions & activities arising out of the execution & satisfactory completion of the project.
- The consideration shall be inclusive of all expenses or costs which is necessary for the satisfactory perform of the project under this MOU.
- Regardless to the above clauses in the event of the forfeiture of the part or all the Bonds/Bank guarantee submitted to BHEL for execution this project due to default in performance of the project , M/s <lead partner> shall bear all the costs of the same . Similarly the ,<other partner> also undertakes to furnish the bank Guarantee for the performing the project. Further M/s < other partner> undertake in the event of non performance of the project BHEL shall invoke the Bank Guarantee without notice

M/s <other partner> having Regd, Office at <address> represented through their Shri. < name of proprietor/partner/Director>. Shall be responsible

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Roles:

- M/s <other partner> shall do all the _____ works in all respects in accordance with the specification , quality, drawings , terms & conditions of the work assigned .

Responsibilities:

- Responsible for actions & activities arising out of the Execution & satisfactory completion of the project
- The consideration shall be inclusive of all expenses or costs which is necessary for the satisfactorily perform of the project under this MOU.
- Regardless to the above clauses in the event of the forfeiture of the part or all the Bonds/ Bank guarantee submitted to BHEL for execution this project due to default in performance of the project ,M/s <lead partner> shall bear all the costs of the same .

7. Liabilities of the All the parties

- Each party shall be jointly and severally responsible for the execution & satisfactory completion of the of the project/Work as per the tender
- Each party shall indemnify the others in respect of the any claim made by the BHEL and /or any other third party to the extent that the claim is attributable to any breach of non performance by such party of the MOU or to any negligence or default on the part of such party or its employees, agents, or subordinates or infringement of the intellectual property rights by such party.
- In case of any loss sustained by BHEL resulting directly or indirectly from the failure execute the work as per the specifications & to give intimation in the manner aforesaid including the penalties or dues that each party shall jointly & severally responsible to indemnify the BHEL
- No party shall be liable to any other for the loss of profits, or other consequential, or indirect damage.
- Each party shall be liable for taxes payable under the direct & indirect taxes law as may be applicable.
- Nothing in this MOU confers on any party the authority or right nor shall any party hold itself out as having the authority or right to assume

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or create or undertake any obligation of any kind whatsoever, expressed or implied on behalf of or in the name of the consortium /Joint venture or other party without written consent of the other party or parties as the case may laid down in this MOU.

8. Miscellaneous

- A. That both the parties shall depute experienced staff who shall be more than 18 (eighteen) years of age for execution of the work assigned. First party will coordinate with the second party & its employees.
- B. Both the parties maintain regular contact & will interact on matters relating to the work awarded to the first party.
- C. Both the parties maintain ensure & responsible for compliance of the all statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts. all statutory requirements, rules, regulations, notifications in relation to employment of their respective staff/labour/workers. Further the both the parties shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- D. Both the parties will be liable to BHEL for any pilferage / loss at the site due to acts of omission and commission by their employees. Similarly, indemnify the BHEL the liability for any compensation to outsiders on account of any act of omission and commission by employees deployed.
- E. Both the parties shall not assign or transfer the work or any part of the work to any firm with out the prior written consent of BHEL.
- F. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Jhansi in India. The Award to be given by the Arbitration shall be a speaking award.
- G. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi Courts.

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9. Terms & effectiveness

The MOU shall become into effective on the signature of the parties and shall remain in force till:

1. All the obligations of the each party under this MOU as per the tender have been completely fulfilled as per the tender .or.
2. If, the project is awarded to the third party.
3. The BHEL abandons the project.

10. Termination

- On satisfactory completion of the work as stipulated in tender or as the case may be.

11. Governing Law.

- The MOU including any supplements and any kind of arrangements shall be governed, construed, enforced in accordance of the Laws of India.
- In terms of the statements and obligations expressed herein above this MOU shall be binding on the Parties, and bound to legal obligations. This MOU shall be legally enforceable in accordance with their terms in Jhansi courts of competent jurisdiction. This MOU shall be governed by the Laws of India and the rules framed there under. The Courts of Jhansi shall have exclusive jurisdiction in all matters relating to or arising out of this MOU.

IN WITNESS WEREOF each party hereto has caused this MOU to be executed by the duly their authorized representatives as on the <day and date >first above written. This MOU shall be prepared one in original for submission of BHEL and two copies retention by each party.

M/s <lead partner>
(Constitution of the firm)

M/s <other partner>
(Constitution of the firm)

Signature, seal & issuing authority

Sign, seal & date of contractor



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(SPECIAL CONDITIONS – SAFETY)

1. It will be the duty of the contractor to ensure that all works are carried out with due safety measures to avoid injury / damage to their workers, BHEL personnel and any BHEL property. In the event of any damage to BHEL personnel or property, BHEL will be free to suspend / terminate the contract and impose appropriate financial penalty on the contractor.
2. A supervisor having adequate experience of carrying out the work of laying of track must be present at the site at all times and shall be responsible for ensuring all works are carried out in a safe manner. The contractor must be provided a mobile telephone so that he may contact BHEL officials at all times.
3. The workers must be given appropriate safety equipments like helmets, gloves, safety boots and all tools must be in good conditions to avoid injury due to slipping, twisting etc
4. Since the work will be carried out in open area a first aid kit must be kept ready to provide immediate relief in case of any injury / animal attack
5. Power shut down shall be taken before commencement of the work wherever power cables are running.
6. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
7. Concrete sleepers are very heavy and prone to develop cracks / chipping if handled roughly. Mechanical gantry / crane must be used for unloading these from road trucks at site.
8. Unloaded sleepers shall be kept at site of placement properly supported underneath
9. The contractor will also ensure that no damage is done to existing drainage system and any other utility service / service / structures. In case of damage contractor shall rectify at his own cost

MATERIAL HANDLING AND STORAGE

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

ACCOUNTING

Proper method of accounting of sleepers, rails and all other materials to be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.

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

In case of a fatal or disabling injury accident to any person due to lapses by the contractor. BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim

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or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.

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

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

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

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SPECIFICATIONS FOR EXECUTION OF WORK

1. The work under this contract comprises of preparation of embankment, supply of ballast, sleepers, fittings and work of laying of BG railway track inside BHEL Jhansi factory area from Railway gate to new Assembly shop. The details about the items and quantities are given in Price Bid ("Schedule A").
 2. All work shall be done in accordance with drawings furnished by Bharat Heavy Electricals Limited and as per instructions of Engineer-in-charge. During execution of work, a technical consultant appointed by BHEL Jhansi shall supervise the work and his instructions must be followed by the contractor and his workmen.
 3. The contractor must arrange all tools, earth moving equipments, leveling, gauge checking and other necessary equipments for the work.
 4. All materials supplied for the work must confirm to Indian railway standards. The material must be of first quality and latest make as much as possible. Before supplying the material, a sample must be brought to BHEL office and got approved by Engineer-in-Charge. Along with the material, appropriate test certificate, technical literature etc must be submitted to BHEL office. The Engineer-in-charge shall have the authority to get any material tested during any stage of the work at the cost of contractor.
 5. Further particulars relating to design and fabrication or clarifications, if any, may be obtained on reference to the Manager (Factory Civil).
 6. The following shall be the specifications for supply of sleepers:
 - a. For plain track on straight and curves of radius >350 m – RDSO drg no 2496/Alt 3 May 1996 with modifications if any
 - b. For curves laid on sharper than 5° (Radius < 350 m) – RDSO drg no RDSO/T-4170 to T-4173 for track gauge of 1675, 1677, 1679 and 1681 with use of normal liners
 - c. For level crossing – RDSO drg no T-4148 with modifications if any
 7. CPWD Specifications 2007 shall be followed for the works under DSR 2007. For any other work not covered in DSR 2007, work shall be in accordance with Indian Railway specifications or in its absence in accordance with well-established Standards Engineering Practices.
1. **TESTS AT SITE**
For the embankment preparation work, test for embankment stability, MDD and OMC is to be carried out by the contractor at every 500 sqm of embankment top surface, after preparation of embankment and before laying of ballast. For all other materials, test certificate shall be produced wherever applicable as directed by Engineer-in-Charge. If required, the contractor must arrange for visit of BHEL officials to the works for inspection of items like sleepers, fish plates etc.
 2. **TESTS ON COMPLETION:**
After laying of track, test for gauge, cant and degree of curve are to be carried out. Our designated consultant shall carry out these tests and submit the report. The contractor must provide all assistance in carrying out the tests to consultant. If any rectification is required, the same shall be done by the contractor at no extra cost.

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After the submission of the track test report, 3 axle railway engine shall be run on the track for at least 1 month. During this period if any settlement or any other problem is observed, the same shall be rectified immediately. Only after this testing is completed successfully, the track will be accepted by BHEL and final bill prepared thereafter.

3. ERECTION OF DEFECTIVES STRUCTURE OR PORTION THEREOF

(a) If the completed track, or any portion thereof, before it is taken under clause below, be found defective or fails to fulfill the requirements of the contract, the Engineer in charge shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defective portions good, or alter the same to make it comply with the requirements of the Contract. Should he fail to do so within a reasonable time, Bharat Heavy Electricals Limited may reject and replace at the risk and cost of the Contractor the whole or any portion of the structure, as the case may be, which is defective or fails to fulfill the requirements of the contract.

(b) In the event of such rejection, Bharat Heavy Electricals Limited shall be entitled to the use of the structure in a reasonable and proper manner for a time reasonably sufficient to enable them to obtain other replacement of structure.

Nothing in this clause shall be deemed to deprive of Bharat Heavy Electricals Limited, or effect in any way their rights under the contract which they may otherwise have in respect of such defects or deficiencies or in any way relieve the Contractor of his obligations under the Contract.

6. TAKING OVER:

The structure on the site shall be deemed to have been taken over by the Bharat Heavy Electricals Limited when the Executive Engineer will have certified in writing that the track has satisfied the contract conditions and such certificate shall not unreasonably be with-held, nor shall delay the issue of such certificate solely on account of minor omissions or defects, which do not affect its functional utility without any serious risk to the structure, provided always that the contractor undertakes to make good such omissions and defects at the earliest possible moment. Such certificates, however, shall be deemed to be on account and shall in no way release the Contractor from his liabilities and responsibilities in respect of such structure.

7. MAINTENANCE AND THE GUARANTEE:

The contractor shall give the following guarantee in respect of the structure to be supplied and erected by him.

a. The track shall be free from any defects due to faulty materials, structural detailing and / or workmanship or improper packing.

b. The above guarantees/shall be valid for a period of 12 (Twelve) calendar months after the date of final taking over by the Bharat Heavy Electricals Limited. During this period, the Contractor's liability shall be limited to the replacement immediately, or any of defective parts that may develop in track / embankment or and other part of track of his own manufacture or those of his subcontractors under the conditions provided for by the Contract, and arising solely from structural detailing, workmanship or improper packing and

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consolidation provided always that such defective parts as are not repairable at site, and not essential in the meantime in the use of the track, are returned to the contractor's works unless otherwise arranged.

- c. All such replacement of defective parts mentioned above shall be made free of cost at site by the contractor and the return of the defective parts to the contractor's works shall be the contractor's responsibility and shall be made at his expenses. Bharat Heavy Electricals Limited, will, however, render such assistance in this matter as will expedite the same. In the case of the defective parts not repairable at site but essential in mean time for the use of track, the Contractor shall replace at site free of cost to Bharat Heavy Electrical Limited before the said defective parts are removed to his works.
- d. If it becomes necessary for the contractor to replace or renew any defective portions of the track under this clause, the provisions of this clause shall apply to the portions of the track so replaced or renewed until the expiration of six calendar months from the date of renewed until the expiration of six calendar months from the date of such replacement or renewal or until the end of the above of the above mentioned period of twelve months whichever is later. If any defects be not remedied within a reasonable time, Bharat Heavy Electricals Limited may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which

Bharat Heavy Electricals Limited may have against the Contractor in respect of such defects.

- e. If the replacements of renewals are of such character as may affect the efficiency of the track, Bharat Heavy Electricals Limited shall have the right to give to the contractor within one month of such replacement or renewal, notice in writing that "tests on completion" be made once again, in which case such tests shall be carried out as provided in clause 2.
 - f. All replacements or renewals to be carried out by the Contractor during the maintenance period shall be subject to such clauses of these conditions as may be considered reasonable by the Executive Engineer.
 - g. Until the final certificate has been issued, the Contractor shall have the right of entry, at the own risk and expense, by himself or his duly authorized representatives (whose names shall previously have been communicated in writing to the Executive Engineer) at all working hours to all necessary parts of the works, for the purpose of inspecting the track and taking note there from, and if he so desires, making any tests at his own expense subject to the previous approval of the Engineer in charge.
 - h. At the end of the maintenance period, the Contractor's liability ceases, except as regards workmanship which the Executive Engineer shall have previously given notice of the contractor to rectify.
8. **CERTIFICATE OF THE ENGINEER:**
- a. Every application to the Engineer-in charge. For his certificate for payment, must be accompanied by a detailed invoice, setting forth the claims in the same order as is found in the accepted Schedule of quantities and at the same rates.

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The said certificate will thereafter be issued by the Engineer-in charge at a reasonable time after receipt of the application.

- b. The Engineer-in charge may make any correction or modification in any previous certificate, which may have issued by him and payments, will be regulated and adjusted accordingly.

9. CERTIFICATE IPSO FACTO NOT TO AFFECT THE RIGHTS OF THE BHARAT HEAVY ELECTRICALS LIMITED OR CONTRACTOR:

No certificate of the Engineer in Charge on account, nor any sum paid on account by the Bharat Heavy Electricals Limited, Nor any extension of time for the execution of the works given to the

Contractor shall in any way affect or prejudice the rights of Bharat Heavy Electricals Limited against the contractor, or relieve the contractor of his obligation for the due performance of the Contract or be interpreted as approval of the work done or of the materials supplied and no certificate ipso facto shall create liability in Bharat Heavy Electricals Limited, to pay for alternations, amendments, variations or discharge in the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to identify the Bharat Heavy Electricals Limited, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise, affect or prejudice rights of the contractor against Bharat Heavy Electricals Limited.

10. CO-OPERATION WITH OTHER CONTRACTORS

The contractor shall agree to co-operate with the Bharat Heavy Electricals Limited's other contractors for associated work and freely exchange all technical information with them to obtain the most efficient and economical execution and to avoid unnecessary duplication of work. No remuneration shall be payable by Bharat Heavy Electricals Limited for such technical co-operation.

The contractor shall forward to Bharat Heavy Electricals Limited copies of all correspondence and drawings so exchanged.

11. TIME AND PROGRESS CHART AND PROGRESS REPORTS

The contractor shall submit the Bar chart/PERT Chart before starting the work. Weekly monitoring of the project is to be carried out. Contractor has to submit the weekly progress reports and any delay should be sorted out so that project should be carried out as per Bar Chart/PERT Chart.

12. ENGINEER'S SUPERVISION:

All the work shall be carried out in co-operation with, and under the direction and to the reasonable satisfaction of the Engineer in Charge. The contractor shall be reasonable for the correctness of the positions, alignment and dimensions of the works according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.

13. WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The following major items of work and services shall be included in the work to be provided for by the contractor:

- a. All erection work of the track including site bolts, nuts, rivets etc., final paintings, testing and putting into commission.

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Sign, seal & date of contractor



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- b. Providing of all erection tools and tackle.
 - c. Necessary supervisory personnel, tradesman, and unskilled labor.
 - d. All consumables materials required for erection such as grease, packing etc.
 - e. All ladders platforms, temporary supports, safety belts, etc., required for erection, and
 - f. All other works and services necessary for the due fulfillment of the contract.
14. **CONSTRUCTION EQUIPMENT:**
The contractor shall provide all equipments and tools needed to do the work efficiently. Bharat Heavy Electricals Limited shall not be under any obligation to arrange for or give on hire, any construction or erection equipment.
15. **WORK AT SITE:**
- a. In the execution of the work, no persons other than the contractor, or his duly appointed representatives, subcontractors and workman shall be allowed to do work at the site, except by the special permission, in writing of the Engineer in Charge and his representative and other authorized officials or representatives of BHARAT HEAVY ELECTRICALS LIMITED.
 - b. The work so far as it is carried out on Bharat Heavy Electricals Limited is premises shall be carried out at such time as Bharat Heavy Electricals Limited, approved and so as not to interface unnecessarily with the conduct of Bharat Heavy Electricals Limited's business but Bharat Heavy Electricals Limited shall give the contractor all reasonable facilities for carry out the work.
16. **POSSESSION PRIOR TO COMPLETION:**
Bharat Heavy Electricals Limited shall have the right to take possession of, or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not in accordance with the contract.
17. **WITH HOLDING PAYMENT:**
B.H.E.L Ltd., may withhold the whole or part of any payment for erection claimed by the contractor, which in the opinion of the B.H.E.L Ltd. is necessary to protect itself from loss ion account of:
- a. Defective work not remedied or guarantees not met,
 - b. Claims filed against the Contractor.
 - c. Failure by the Contractor to make due payment for materials or labor employed him.
 - d. Damage to another contractor.
- Then the grounds withholding payments are removed, payments of the amount due to the contractor shall however be made by B.H.E.L.
18. **LIENS:**
Final payment to the contractor shall not be made until the Contractor shall deliver to BHE LTD, a complete release of all lines arising out of the contract or receipts in full in lieu thereof and in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a

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lien could be filled. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to B.H.E.L Ltd., all moneys that the latter may be completed to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

19. TIME AND DATE:

The time and date stipulated for progress and completion of the work and the rate of fabrication and erection according to the required sequence and be deemed to be the essence of the contract.

20. SUPPLY OF Rails

The rails referred to in Price Schedule 'A' will be supplied at the premises of the Bharat Heavy Electricals Limited, Jhansi. The contractors will take delivery within the time specified by the Engineer in Charge and arrange for safe loading, transporting the steel sections and unloading and stacking them at their fabrication yard, all at their own cost.

21. The quantity of steel indented, covers extra that will usually be lost in wastage. In addition there will be extras to cover minor alternations, if any, and also extras arising out of accepting standard lengths in some cases and arising out of accepting minimum to (i.e. minimum of one wagon load) in some cases. The contractor shall arrange to receive all these steel supplied, account for it end keep it in safe custody. The surplus steel, which is represented by the difference between the quantities, received and the sum of quantities in the DODL list shall be returned to Bharat Heavy Electricals Limited on completion of the work.

The cut pieces and surplus shall be set a part to be returned as "actual". The scrap shall be returned in equivalent weight.

22. All materials issued by Bharat Heavy Electricals Limited either as free issues or on cost recovery basis should be returned in kind and in good condition as detailed in respective Clauses.

23. While erecting the structural steel, painting etc., and the contractor should take precautions against any damage to the existing sheeting track, machinery, equipment services etc., any damage for the same shall be made good by the contractor at his own cost or compensated by him as per the assessment made by the Engineer-in-charge, which is final and binding on the contractor.

24. No extra claim or condition in regard to wages or materials escalation will be entertained and any tender containing such stipulation will be rejected.

25. All rates quoted shall be for finished work in-situ inclusive of all leads, lifts and other incidental charges etc., and those in general conditions of contract.

26. The quantities indicated in the Schedule 'A' are approximate and liable for variation.

27. The CPWD standard specifications, I.S. specifications for all schedule Items and technical specification for non-schedule items are required to be followed.

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SCHEDULE 'B'

MATERIALS FOR ISSUE TO THE CONTRACTOR

Sl.No.	Materials	Rates
1.	CEMENT	Rs.200/- per bag
2	Rails	FREE OF COST
3	PRC Sleepers and other track fittings	FREE OF COST (depending on availability)

For PRC sleepers and track fittings listed at SI No 3 above, only the quantity available with FCX will be provided free of cost. The balance quantity, will have to be supplied by the contractor as per rates submitted in Price Bid

SCHEDULE 'C'

TOOLS & PLANT TO BE HIRED TO THE CONTRACTOR

Sl.No.	T & P	Rates
1.	Jack Hammer (only if working & available in civil deptt.)	Rs.20/- per hour
2.	Crane (only if working and free from shop/stores work)	Rs.450/- per hour

Important condition: Work cannot be delayed on the pretext that BHEL has not been able to provide the above equipment. Contractor will have to make his own arrangement if the above T& P is not available.

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**GENERAL CONDITIONS OF CONTRACT
INTERPRETATION AND DEFINITIONS**

1. Singular & Plural :
Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Headings and Marginal Notes to Conditions:
Heading and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
3. Definitions:
 - (a) Company/ Corporation shall mean Bharat Heavy Electricals Ltd. Having its register office at Jhansi, Post Office and Town Jhansi, in the State of U.P. and includes a duly authorized representative of the Company/ Corporation or any other person empowered in this behalf by the Company/ Corporation to discharge all or any of its functions.
 - (b) The "Accepting Authority" shall mean AGM(HR,CPR & CIVIL), BHEL JHANSI.
 - (c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance there of and the formal agreement, if any, executed between the Bharat Heavy Electricals Ltd. Jhansi and the contractors together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rate and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 - (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successor of such firm or company as the case may be and permitted assigns of such individual or firm or company.
 - (e) The "Contract Sum" shall mean:
 - [i] in the case of Lump Sum Contracts the sum for which the tender accepted ;
 - [ii] in the case of Percentage Rate Contracts the Estimated value of the works as mentioned in the tender adjusted by the contractor's percentage;
 - [iii] in the case of item rate contracts the cost of the works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
 - (f) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - (g) "Engineer – in – Charge" shall mean the engineering officer appointed by the under taking or his duly authorized representative who shall direct, supervise and be incharge of the works for purposes of this contract.
 - (h) "Expected Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable) war

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(whether declared or not), invasion, act of foreign enemies, hostilities, civil war rebellion, insurrection, military or usurped power any acts of government, damage from aircraft, acts of god, such as earthquake lighting and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority of causes solely due to use or occupation by the Company/ Corporations of the part of Works in respect of which a certificate of completion has been issued or a cause solely due to Company's/ Corporation's fault design of Work.

- (i) "Market Rate" shall be the rate as decided by the Engineer – in – charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus 15% to cover all over- heads and profit.
- (j) Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the company/ corporation or the standard schedule of Rates prescribed by the Company/ Corporation and the amendments thereto issued from time to time.
- (k) The "Site" shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company/ corporation or used for the purposes of the contract.
- (l) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- (m) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer – in – Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- (n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.
- (o) The "Works" shall mean the works to be executed in accordance with the contract or part [s] thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent as required performance of the Contract.

SCOPE AND PERFORMANCE

4. Contract Documents:

The Contractor shall be furnished, free of charge, two certified true copies of the Contracts Documents except standard specification and the schedule of rates and of all further drawings which may be issued during the progress of the works. He shall keep one copy of the documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer – in – Charge, his representatives or by other Inspecting Officers.

- (1) None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.
- (2) The Contractor shall take necessary steps to ensure that all persons employed an any work in connection with this contract have noticed

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that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

5. Work to be carried out:

The work to be carried out the contract shall except as otherwise provided in these conditions, includes all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste no materials, carriage and cartage carry in returns of empties, hoisting, setting, fitting, and fixing in position and all other labours necessary in and for the full and entire execution completion as aforesaid in accordance with good practice and recognized principles.

6. Inspection of Site:

The contractor shall inspect and examine the site and, its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the work and to means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. Sufficiency of Tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his work and of the rates and prices quoted in the Schedule of Quantities which rates and price shall, except as otherwise provided, cover all his obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions.

(1) In the case of discrepancy between schedule of quantities the specifications and/ or the drawings, the following order of preference shall be observed:

- (a) Description in Schedule of Quantities.
- (b) Particular Specification and Special Condition if any.
- (c) Drawings.
- (d) General Specifications.

(2) If there are varying or conflicting provisions made in any one document forming part of the contract the accepting authority shall be the deciding authority with regard to the intention of the document.

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- (3) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or form any of his obligations under the contract.
- (4) If on check there found to/be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same be adjusted in accordance with the following rules:
- (a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong multiplication of the unit rate and quantity the unit rate shall be regarded as firm and amount shall be amended on the basis of the rate.
 - (c) All error in totaling in the amount column and in carrying forward totals shall be corrected.
 - (d) The totals of various sections of schedule of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various section of Schedule of Quantities or in General Summary by the tenderer shall be ignored:
9. Security Deposit:
Please refer techno-commercial bid.
10. Deviations / Variations, Extent & Pricing:
The Engineer – in – Charge shall have power (i) to make alteration in omissions from, additions to or substitution for, the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Work in case of non- availability of a portion on the site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer – in – Charge and such alteration, omissions additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer – in – Charge as a deviation.

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

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rate on the basis of market rate [s], In the event of the Contractor failing to inform the Engineer – in – Charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer – in - Charge on the basis of market rate [s].

11. Suspension of Works

(a) The contractor shall, on receipt of the order in writing of the engineer – in – charge, suspend the progress of the works or any part thereof for such time and in such manner as the engineer – in – charge may consider necessary for any of the following reasons :

- i. on account of any default on part of the contractor : or
- ii. for proper execution of the works or part thereof for reasons other than the defaults of the contractors : or
- iii. for safety of the works of part thereof.

The contractor shall during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the engineer – in – charge.

(b) If the suspension is ordered for reasons (ii) in sub- para (a) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 10%.

(c) If the works or part thereof is suspended on the orders of the engineer – in – charge for more than three months at a time , except when suspension is ordered for reason (i) in sub- para (a) above, the contractor may after receipt of such order serve a written notice on the Engineer – in – charge requiring permission within fifteen days from receipt by the Engineer – in – charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time the contractor; if he intends to treat the suspension, where it effects only part of the works as an omission of such part by the company / corporation under conditions 9 & 10 or where it effects the whole of the works, as an abandonment of the works to the company – corporation shall within ten days of expiry of such period of 15 days to give notice in writing of his intention to the Engineer – in – charge. In the event of the contractor treating the supervision as an abandonment of the contract by company/ corporation, he shall have no claim to payment of an compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall however, be entitled to compensation, as the Engineer – in – charge may consider reasonable, in respect of salaries

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and/ or wages paid by him to his employees and labour at site, remaining idle in consequence and of materials collected which could not be utilized on the works, adding to the total there of 5% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by the details to the Engineer – in – charge within 28 days of the expiry of the period of 3 months.

1. Time and Extension for Delay :

The time allowed for execution of the work or the extended time in accordance with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 8th day after the date on which the Engineer – in – charge issues written orders to commence the work of from the date of handling over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid company/ corporation shall with out prejudice to any other right or remedy be at liberty forfeit the earnest money absolutely.

- a. As soon as possible after the contract is concluded, the Engineer – in – charge and the contractor shall agree upon a time and progress a chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer – in – charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special job) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed 3/8th before 3/4th of such time has elapsed.
- b. If the works be delayed by
 - i. force majeure, or
 - ii. abnormally bad weather, or
 - iii. serious loss or damage by fire, or
 - iv. civil commotion, local combination of workmen strike or lockout, affecting any of the traders employed on the work, or
 - v. delay on the part of other contractors or tradesmen engaged by company/corporation in executing work not forming part of the contract, or
 - vi. non- availability of stores which are the responsibility of company/ corporation to supply, or
 - vii. non- availability or break down of tools and plant to be supplied by company/ corporation, or
 - viii. any other cause which, in the absolute discretion of AGM (HR,CPR & CIVIL), is beyond the contractor's control

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Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer – in – charge but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-in-charge to proceed with the works.

- c. Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- d. In any such case Unit head (BHEL Jhansi) may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within three months of the date of receipt of such request by the Engineer-in-charge.

2.

The contractor shall arrange at his own expense all tools, plant and equipment (hereafter referred to as T & P) required for execution of the work except the item listed in schedule 'C' which will be given to him on hire by the company corporation at rates shown in that schedule. In case the contractor does not require some or all items of T & P. listed in schedule 'C' he will indicate his requirements at the time of submitting his tender. Company's – corporation's T. & P. hired to the contractor shall be conveyed by him at this expense from the place of issue to the site and back.

- (a) If the contractor requires any time of T & P on hire from the company corporation over & above the requirement indicated by him at the time of submitting his tender the company – corporation will, if such item is a available hire it to the contractor at a rate to be fixed by the Engineer-in-charge.
- (b) The period of hire will be reckoned from commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempt from levy charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided company's – corporation's T & P in question has, in fact, remained idle with the contractor because of the suspension, provided the contractor in case the period of suspension exceeds 11 days, returns company's – corporation's to T & P to the place from where it was issued
- (c) The hire charges shall be reckoned as under
 - i. first eight working hours (excluding a break of one hour)..... 1 working day.
 - ii. Every working hours, at the rate of 1/8th of the hire charges for a working day, provided however if the company- corporation has

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paid more than at the rate of 1/8th of the wages of the crew far over time under the minimum wages act or any othe law for the time being in force, the excess over 1/8th of the wages shall also be charged to the contractor.

- (d) If at any time company's / corporation's T & P has not been worked at all during a day except for a break down, or has been worked for less than eight hours during a day, the contractor shall be charged for one working day.
- (e) If any time of company's/ corporation's T & P has stopped working on account of a break-down before it has worked for four hours in a day, the contractor will be charged for half working day. If the item has stopped working after it has worked for more than hours but less than eight hours, the contractor will be charged for full working day.
- (f) The contractor shall be responsible for care and custody of company's / corporation's T & P (including employment of chowkidars) during the period company's / corporation's T & P remain with him and any damage (fair wear and tear expected) any of the equipment (except for expected risks provided always the contractor has taken precautions necessary to protect if from such risks) shall be made good at the contractor's expense to the satisfaction of the crew provided by the company/ corporation.
- (g) The company / corporation give no guarantee in respect of output of his T & P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of company's / corporation's T & P was not to the contractor's expectation.
- (h) Company's / corporation's T & P hired to the contractor shall be returned at place of issue (unless otherwise directed) by the contractor to the Engineer-in-charge on completion of the work or earlier on termination of the hire by the company- corporation as hereinafter provided on a written notice by the Engineer-in-charge. The company/ corporation shall be entitled to terminate the hire on two days notice without assigning any reason what soever and the contractor shall have no claim to any payment of compensation otherwise whatsoever on account of termination of hire of company's / corporation's T & P by the company's / corporation's. in such in event, however, a reasonable extension of time shall be given by the Engineer-in-charge.
 - i. A log book for recording hours during which every item of company's / corporation's T & P issued to the contractor has worked each day shall be maintained by the member of the crew incharge thereof any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorized agent. In case the contractor contests correctness of any entry and / or foils to sign the log book the decision of the Engineer-in-charge shall be final and binding on him. Hire charges

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shall be calculated in accordance with the entries in the log book.
Materials.

3.

- (a) The contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the company/ corporation.
- i. All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall if requested by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
 - ii. The contractor shall, at his own 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 specifications laid down in the contract.
 - iii. The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not 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. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution shall be borne by the contractor.
 - iv. The contractor shall indemnify the company/ corporation or any agent servant or employee of the company/ corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the company/ corporation or any agent, servant or employee of the company/ corporation in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific direction issued by the company/ corporation but the contractor shall pay in respect of any such use, the amount so paid being reimbursed to be contractor

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only if the use was the results of any drawings and/ or specification issued after submission of the tender.

- v. All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company/ corporation) shall be borne by the contractor.
- vi. The Engineer-in-charge shall be entitled to have tests carried out as specified in the contract for any material 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. If no tests are specified in the contract, and such tests are required by the Engineer-in-charge, the contractor shall provide all facilities required for the purpose and the charge for these tests shall be borne by the contractor only if the tests disclosed that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.

(b) Materials to be supplied by the company/ corporation.

Materials to be supplied by the company/ corporation are shown in schedule B which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof.

- i. If after acceptance of the tender the contractor desires the company/ corporation or supply any other materials, such materials may be supplied by the company/ corporation, if available, at rates to be fixed by the Engineer-in-charge.
- ii. For the material listed in schedule B which the company / corporation has agreed to supply the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the contractor, from any sums then due or which may thereafter become due to the contractor, under the contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at site.
- iii. The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the works including all preparatory work of whatever description as may be required.

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- iv. All materials issued to the contractor by the company/ corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works, 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 a place other than the place, of issue, he shall do so and transportation charges from the site to such place, less the transportation charges which would have been incurred by the contractor had such material been delivered at the place of issue. Shall be borne by the company/ corporation.
- v. Surplus material returned by the contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which those were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials while in the custody of the contractor.
- vi. If on completion of works the contractors fails to return surplus materials out of those supplied by the company/ corporation, then in addition to any other liability which the contractor would incur the Engineer-in-charge may by a written notice to contractor, require him to pay within a fortnight of receipt of the notice for such unreturned surplus materials at double the issue rates.
- vii. If cement is to be supplied by the company/ corporation every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer-in-charge or his representative and that of the other lock with the contractor's authorized agent at site of works so that cement is removed from the godown only according to daily requirements with the knowledge of both the parties.

(c) GENERAL

Materials required for the works, whether brought by the contractor or supplied by the company/ corporation shall be stored by the contractor only at places approved by the Engineer-in-charge. Storage & safe custody of materials shall be the responsibility of the contractor.

- i. Company's/ corporation's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other places, where such materials are assembled, fabricate manufactured or at any place (s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- ii. All materials brought to the site shall become and remain the property of the company/ corporation and shall not be removed off the site without the prior written approval of the Engineer-in-charge.

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But whenever the works are finally completed and advance, if any respect of any such material is fully recovered the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

4. LABOUR

The contractor shall employ labour in sufficient numbers either directly or through sub- contractors to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

- (a) The contractor shall furnish to the Engineer-in-charge at monthly intervals, a distribution return of the number and description by trades of the work people employed on works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month (i) accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act. 1961 or rules made there under and the amount paid to them.
- (b) The contractor shall pay to labour employed by him either directly or through sub- contractors wages not less than fair wages as defined in the contractor's labour regulations.
- (c) 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 contractor's labour regulations in regard to all matters provided therein.
- (d) The contractor shall comply with the provision of the payment of wages act, 1936, minimum wages act, 1948, employers liability act, 1938, workman's compensation act, 1923, industrial disputes act, 1947, maternity benefit act, 1961, and bonus act, 1952 or any modifications thereof or any other law relating there to and rules made there under from time to time.
- (e) The contractor shall be liable to pay his contribution and the employees contribution to the state insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance – Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for employees state insurance.

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- (f) The Engineer-in-charge shall on a report having been made by an inspecting officer as defined in the contractor's labour regulations have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said contractor's labour regulations.
- (g) The contractor shall indemnify the company/ corporation 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.
- (h) In the event of the contractor committing a default or breach of any provisions of the aforesaid contractor's labour regulations, as amended from time to time, or furnishing any information or submitting or filling any form/ register/ slip under the provisions of these regulations which is materially incorrect then on the report of the inspecting officer as defined in the contractor's labour regulation. The contractor shall without prejudice to any other liability pay to the company/ corporation a sum not exceeding Rs. 1000/- as liquidated damages for every default, breach or furnishing, making, submitting, filling, materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced by Rs. 1000/- per day for each day of default subject to maximum percent of the estimated costs of the works put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.
- (i) **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 failed to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover safety code.
 - The contractor shall at his own expense arrange for the safety provisions as appended these conditions or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith; In case the contractors fail to make arrangements and provide necessary facilities as aforesaid,

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the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

- iii. Failure to comply with model rules for labour welfare, safety code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the contractor liable to pay to the company/ corporation a liquidated damages an amount not exceeding Rs. 1000/- for each default or materially incorrect statement.

The decision of the Engineer-in-charge in such matter based on reports from the inspecting officers defined in the contractor's labour regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

16. The contractor shall not be permitted to enter (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/ or marked on the site plan, falling which these shall be indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend his operation beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licence subject to the following and such other terms and conditions as may be imposed by the licencer :

- (i) That he shall pay a nominal licence fee of Rs. 1 per year or part of year for use and occupation: in respect of each and every separate area of land allotted to him.
- (ii) That such use or occupation shall not confer any right of tenancy of the land to the contractor.
- (iii) That the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- (iv) That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.
- (v) The contractor shall provide, if necessary of if required on the site all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and when ordered by the Engineer-in-charge and make good all damage done to the site.

Setting out the works :

17. The Engineer-in-charge shall supply dimensions, drawings, levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all labour and setting out apparatus required

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and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the company/ corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the defects liability period unless the Engineer-in-charge directs their earlier removal.

Site Drainage :

18. All water which may accumulate on the site during the progress of the works or in trenches and excavations, from other than the expected risks shall be removed from the site to the satisfaction of the Engineer-in-charge and at the contractor's expense.

Nuisance :

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

Materials obtained from Excavation :

20. Materials of any kind obtained from excavation on the site shall remain the property of the company/ corporation and shall be disposed of as Engineer-in-charge may direct.

Treasure Trove, Fossils etc. :

21. All fossils coins, articles of the value or antiquity and structures and other remains or thing of geological interest discovered on the site shall be the absolute property of the company/ corporation and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge's direction as to the disposal of the same at the expense of the company/ corporation.

Protection of Trees :

22. Trees designated by the Engineer-in-charge shall be protected during the course of the works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

Watching and Lighting :

23. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or the safety and convenience of those employed on the works or the public.

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Contractor's Supervision :

24. The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge to act in his stead if in the opinion of the Engineer-in-charge the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall, at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge, orders given to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the extension of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

Inspection and Approval :

25. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
- (a) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work of foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises. The contractor accordingly, attend for the purpose of examining and measurement such work or of examining such foundation. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.
- (b) Departmental officers concerned with the contractor shall have powers at any time to inspect and examine any parts of the works and the contractor shall give such facilities as may be required for such inspection and examination.

Duties and Powers of Engineer-in-charge's Representative :

26. The duties of the representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the company/ corporation not to make any variation in the works.

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- (a) The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities, any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the company/ corporation as though it had been given by the Engineer-in-charge.
- (b) Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the powers of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (c) If the contractor shall be dis-satisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

Removal of Workmen :

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

Uncovering and Making Good :

28. The contractor shall uncover any part of the works and/ or make openings in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and/ or making openings in or through, reinstating and making good the same shall be borne by the contractor.

Work during or on Sundays and Holidays :

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

30. Completion Certificate :

- (a) As soon as the works is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such

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notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the contractor and/ or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items of groups of items, the Engineer-in-charge shall issue separate completion certificates for such items or groups of items, No certificate of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on with the works has been executed all scaffolding, sheds and surplus except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all parts of building (s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased door and windows, oiled looks and fastening, labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor fulfil such requirements and dispose of the scaffolding, surplus material and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by sale thereof less the cost of fulfilling the requirements and any other amount that may be due to from the contractor, if the expense of fulfilling such requirements, is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on defined pay such excess.

- (b) If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the contractor takes possession of any part or parts of the same (any such part (s) being hereinafter in this condition referred to as the relevant part) then not withstanding anything expressed or implied elsewhere in this contract :-
- i. Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-charges shall issue completion certificate for the relevant part as in condition 30(a) above provided the contractor fulfills his obligations under that condition for the relevant part,
 - ii. The defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
 - iii. The contractor may reduce the value insured under condition 33/33A by the full value of the completed items or relevant part as estimated

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by the Engineer-in-charge for this purpose. This estimated shall be applicable for this purposes only and for no other.

- iv. For the purposes of ascertaining compensation for delay under condition 31 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 14 and actual date of completion as certified by the Engineer-in-charge under this condition.

Compensation for Delay :

31. If the contractor fails to maintain the required progress as per contract or to complete the work and clear the site on or before the contract. Or extended date – period of completion, he shall, without prejudice to any other sight or remedy of the company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in condition 14 or that the work remains incomplete.

This will also apply to items and groups of items for which separate period of completion has been specified.

Completion period (as originally stipulated)

- Not exceeding 6 months. @ 1 percent per week
- Exceeding 6 months and not exceeding 2 years @ 1/2 percent per week
- Exceeding 2 years @ 1/4 percent per week

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

Completion period (as originally stipulated)

- Not exceeding 6 months. @ 10 percent
- Exceeding 6 months and not exceeding 2 years @ 7 ½ percent
- Exceeding 2 years @ 5 percent

31. 2. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company/ corporation.

32. The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry or the period mentioned in hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.
33. From commencement to completion of the works, the contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or

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damage and minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all company's/ corporation's T & P from any cause whatsoever (save and except the excepted risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's/ corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the contracts and instructions of the Engineer-in-charge.

33 (1) In the event of any loss or damage to the works, the following provisions shall have effect.

- (a) The contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, taking to the company's/ corporation's store such company's/ corporation's T & P articles and/ or materials as may be directed.
- (b) The contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract; and
- (c) There will be added to the contract sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and the removal by the contractor as provided above of company's/ corporation's T & P articles and/ or materials in the company's/ corporation's store and of debris and damaged works referred to their in and the compensation paid by him under any law for the time being in force, to any workmen employed by him or any injury caused to him, or to the workmen's legal successors for loss of the workmen's life.

33 (2) **PROVIDED** always that contractor shall not be entitled to payment under the above the provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

33 (3) Where company's/ corporation's building or a part thereof is rented by the contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-charge shall be final and binding.

33.(4) The Contractor shall indemnify and keep indemnified the Company/Corporation against all losses and claims for injuries or damage to any persons or any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands

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proceedings, damages, cost charges and expenses whatsoever in the respect or in relation thereto, PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or indemnify the Company-Corporation against any compensation or damage caused by the excepted risks.

- 33.(5) Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Company-Corporation but including the Company /Corporation 's building rented by the contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Company-Corporation) by or arising out of carrying out of the contract.
- 33.(6) The contractor shall at all times indemnify the Company/Corporation against all claims, damages or compensation under the provisions of payment of wages act. 1948. Employer's Liability Act. 1938, The workmen's compensation Act. 1923, Industrial Disputes Act. 1947 and The maternity benefit Act. 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works whether in the employment of the contractor or not , save and except where such accident or injury has resulted from any act of the Company – Corporation his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with consent of the contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided the contractor shall ensure against all claims damages or compensation payable under The workmen's compensations Act, 1923 or any modification thereof any other law relating thereto.
- 33.(7) The aforesaid insurance policy – policies shall provide that they shall not be cancelled till the engineer-in-charge has agreed to their cancellation.
- 33.(8) The contractor shall prove to engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defects Liability Period.
- 33.(9) The contractor shall ensure that similar insurance policies are taken out by his sub- contractors (if any and shall be responsible for any claims or losses to the Company/ Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub

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- contractors (if any) as the case may be the relevant policies and premium receipts as and when required by the engineer-in-charge.
- 33(10) If the Contractor and / or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Company/Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by company /corporation from any moneys due or which may become due to contractor or recover the same as a debt due from the contractor.

Facilities to the Contractors:

34. The contractor shall in accordance with the requirements of the engineer-in-charge afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly-authorized-authority or statutory body which may be employed at the site on execution of any works not included in the contract or of any contract which the Company / Corporation may enter into in connection with or ancillary to the works.

Notice to Local Bodies:

35. The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any act of parliament , State laws or any regulation or bye- laws of any local authority relating to works. He shall before making any variation from the contract drawing necessitated by such compliance give to Engineer-in-charge written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.
- 35.1 The Contractor shall pay and indemnify the Company/Corporation against any liability in respect of any fees or charges payable under any act of parliament, state law of any government instrument, rule or order and any regulations or buys laws of any local authority in respect of the works, Sub Contracts:
36. The contractor shall not sublet any portion of the contract with out the prior written approval of Authority.

Instruction and notice:

37. Subject as otherwise provided in this contract, all notices to be given on behalf of the Company /corporation and all other action to be taken on its behalf may be given or taken by the Engineer-in-Charge

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- or any officer for the time being entrusted with the functions, duties and powers of engineer-in-Charge.
- 37.1 All instructions, notice communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the contractor shall be deemed to have been served on the date when in the ordinary course of cost these would be delivered
- 37.2 The Contractor or his agent shall be in attendance at the site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- 37.3. The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the contractor or the authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instructions (s).
- Foreclosure of contract in Full or in part (due to Abandonment) or reduction in scope of work
38. If at any time after acceptance of the tender the Company/Corporation shall decide to the abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from execution of the Works in full but which he did not derive in consequence of foreclosure of the whole or part of works.
- 38.1 The contractor shall be paid contracts rates full amount for work's executed at site and , in addition, a reasonable amount as certified by the Engineer-in-Charge for items hereunder mentioned which could not be utilized on the work of the full extent because of the foreclosure.
- (a). Any expenditure incurred preliminary site work, e.g. Temporary access roads, temporary Labour huts staff quarters and site office, storage accommodation and water storage tank.
- (b)(i) The Company /Corporation shall have the opinion to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the company /Corporation shall be bound to take over the materials or such portion thereof as the contractor dose not desire to

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- retain . For material taken over or to be taken over by the Company /Corporation, cost of such materials. The cost shall however ,taken into account purchase price ,cost of transportation and deterioration or damage which may have been caused to materials whilst in custody of the contractor.
- (ii) For Contractor's material not retained by the Company/Corporation, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less will be payable if material are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the company/Corporation are rendered surplus the same except normal wastage shall be returned by the contractor to the Company/Corporation at rates not exceeding those at which may have been caused whilst the materials were in the custody of the contractor. In addition cost of transporting such materials from site to the Company/ Corporation stores, if so required by the Company /Corporation.
- (d) Reasonable compensation for transfer of & T. & P. from site to contractors permanent stores or to his other works . whichever is less. If T.& P. are not transported to either of the said places, no cost of the transportation shall be payable.
- 38(2) The Contractor shall; if required by the Engineer-in-Charge , furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

Termination of contract for death

39. If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the accepting Authority shall be entitled to cancel the contract as to its in completed part without the Company/Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. Decision of the accepting Authority that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm can not carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company /Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

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Cancellation of contract in full or in part:

40. If the Contractor –
- (a) at any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
 - (b) commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with in 7 days after a notice in writing is given to him in that behalf by the engineer-in-Charge ; or
 - (c) fail to complete the works or items of work with individual dates of completion, on or before the date (s) of completions , and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge;
- Or
- (d) shall offer or give or agree to give to any person in Company/Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of this or any other contract for the Company/Corporation; or
 - (e) shall enter in to a contract with the company/Corporation in connection with which commission has been paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
 - (f) shall obtain a contract with the company/Corporation as a result offering tendering or other non –bonafide methods or complicit tendering ; or
 - (g) being an individual, or if a firm, any partner thereof. Shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the bone fit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
 - (h) being a company, shall pass a resolution or the court shall make an order or 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

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- (i) shall suffer an execution being levied on his goods and allowed it to be continued for a period of 21 days; or
- (j) assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign , transfer or sublet the entire works or any portion thereof without prior written approval of the accepting authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the company /Corporation by written notice cancel the contract as a whole or only such items of work in default from the correct.

40.1 The Accepting Authority shall on such cancellation have powers to :

(a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon and/or

(b) Carry out the incomplete work by any means at the risk and cost of the contractor.

40.2 On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount if any is recoverable from the contractor for completion of the works or in case the work or part of the works is not completed, the loss or damage suffered by the company/corporation.

In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractors materials taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

40.3 Any excess expenditure incurred or to be incurred by the company/ corporation in completing the works of part of the excess loss or damages suffered or may be suffered by the company/ corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

40.4 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days. The Engineer-in-charge shall have the right to sell any or all of the contractors unused materials, constructional plant implements, buildings etc. and apply the proceeds of sale there of towards the satisfaction of any sums due from the contractor under the contract and if there after there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

40.5 Any sums in excess of the amounts due to the company/ corporation and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the company/ corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

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41.

Liability for damage, Defects or Imperfections and Rectification thereof :

If the contractor or his workman or employees shall injury or destefy any, part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the

defects liability period. That any work has been executed with unsound, imperfect or unskillful workmanship or that any materials or articles provided by the contractors for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective of improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/ or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and/ or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the contractor.

41.1 In case of repairs and maintenance works, splashes and dropping from the white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition the Engineer-in-charge shall have the right to get the work done by other means at the contractor. Before taking such action, however, the Engineer-in-charge shall give three day's notice in writing to the contractor.

Urgent Works :

42.

If any urgent work (in respect where of the decision of Engineer-in-charge shall be final and binding) become necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge by his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the company/ corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

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43.

Changes in Constitution :

Where the contractor is a partnership firm, prior approval in writing of the accepted authority shall be obtained before any change is made in the constitutions of the firm. Where the contractor is an individual or a hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of condition 41 (J) hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition 41.

Training of Apprentices:

The contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub- contractors and others employed by the contractor in connection with the works, for such periods as may be required by the Engineer-in-charge. The contractor shall train them as required under the apprentices Act. 1961 and shall be responsible for all obligations of the employer under the act including the liability to make payment to apprentices as required under the Act.

VALUATION AND PAYMENT

Records and Measurement :

44.

The Engineer-in-charge shall except as otherwise stated ascertain and determine the measurement the value in accordance with the contractor of work done in accordance therewith.

45.1

All items having a financial value shall be entered in measurement book, level book, etc. prescribed by the company/ corporation so that a complete record is obtained of all work performed under the contract.

45.2

Measurement shall be taken jointly by the Engineer-in-charge or his authorized Representative and by the contractor or his authorized representative.

45.3

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

45.4

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

45.5

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

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objected to and such note shall be assigned and dated by both parties engaged in taking the measurement.

Methods of Measurements :

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

Payment on Account :

i. Interim bills shall be submitted by the contractor at monthly intervals on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the required measurements of the work.

47.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following :
all works executed, after deducting there-from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

47.2 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or material to which it relates is/are in accordance with the contract.

47.3 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill :

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

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

(b) Contract amount not exceeding Rs 5 Lakhs.... Six months

After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

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Overpayments and Underpayments:

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

ARBITRATION AND LAWS

50 ARBITRATION AND GOVERNING LAW :

In all cases of disputes emanating from and in reference to this Agreement and all questions, disputes or differences of any kind what-so-ever arising out of or relating to this agreement the dispute shall be referred for arbitration to sole arbitrator to be appointed by the Head of the unit-Jhansi. The arbitration shall be under THE ARBITRATION AND CONCILIATION ACT OF 1996 and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. No person other than the above or his nominee can act as arbitrator. The venue of arbitration shall be at Jhansi or the place decided by the

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sole arbitrator. The award of the arbitrator shall be final and binding on the parties to this agreement. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi -Uttar Pradesh Courts.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable.

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

Indemnity clause

In the event of any accident in respect of which compensation may become payable under the workmen's compensation Act. VIII of 1923 whether by the contractor or by BHEL-Jhansi as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL-Jhansi shall be final in regard to all matter arising in this clause. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL-Jhansi official In charge of the work The contractor shall indemnify BHEL-Jhansi against all losses or damages sustained by BHEL-Jhansi resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by BHEL-Jhansi, as a consequence of failure, BHEL-Jhansi to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.

51 Laws governing the contract.

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

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SPECIAL CONDITIONS OF CONTRACT

1. These special conditions supplement the conditions to tenders and contract and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract these special conditions shall prevail.
2. All rates quoted shall be for finished work in-situ inclusive of all leads, lifts and other incidental charges and those general conditions.
3. The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule A . For the sake of uniformity in comparison of tenders, tenders should not add any conditions of their own. Tenders not complying with these conditions are liable for rejection.
4. The issues of materials are governed by the conditions specified in Schedule B &C. all other materials shall be supplied by the contractor himself and the rates for the relevant items are inclusive of all such supplies.
5. The works shall be executed as per the technical specifications and drawings. A tentative sketch / drawing of the work is available in the office, which is intended to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority. The detailed drawings shall be provided after obtaining from the consultants.
6. The quantities shown in Schedule "A" are approximate and liable for variations and no rate variation is acceptable on this account.
7. The rates quoted by the contractor shall be firm in all respects. Any statutory increase in the labor wages and materials during the period of execution shall be borne by the contractor. The contractor shall quote the rates considering the above.
8. The paint/primer (Red oxide) to be used shall be of standard make and shall be approved by the Engineer-in-charge before applying.
9. The tenderer should specify the plant and machinery such as a rollers, hammers, levers , jacks etc., that he possesses and is going to use them on the work.
10. Contractor shall execute work as per specifications in the Price Schedule A. if the specifications are found wanting, relevant Technical specifications along with the tender shall be followed. Further missing details relevant CPWD and IS specifications for Railway work shall be followed. Wherever, there is difference in between CPWD and IS specifications latter shall prevail.
11. The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
12. In case of any difference between agreement wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
13. The final acceptance of work in all items are subject to proper performance after testing regardless of whether the items are paid for or not.
14. All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structures / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
15. Curing shall be done with the help of hose pipe in addition to manual curing. Curing shall be done in off days and holidays also. Curing has to be done by ponding water for slabs & spraying for columns and beams for 27 days.

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FACTORY CIVIL DEPARTMENT

Railway Track for connecting new Assembly shop to outgoing track.

TENDER NOTICE NO FCX/TE/2/02/R

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16. Rates tendered by contractors shall be for complete item of the work covering all materials, labor, carriage, royalties, work contract, sales tax, octroi, wastage, tools & plants including all other taxes on temporary construction, overhead charges, profits, general royalties, risks etc., and rate shall be applied to all heights, levels, depths, leads and lifts etc. (Please refer schedule B for free issue items and chargeable items)
17. If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
18. Water will be supplied by BHEL at one point only and 1 % of gross value of bill shall be deducted as water charges.
19. Electricity will be provided free of cost. However, it will be provided only wherever possible. For any inaccessible area, the contractor must make his own power source
20. Erection and construction equipment, lifting tools and tackles shall not be provided by BHEL and they are in scope of contractor.
21. Quantity/Quality records of cement / rails, test records shall be prepared, maintained and submitted by contractor during the course of execution.
22. Rate for supplementary items, which are not covered in Schedule A, will be finalized as per CPWD Specifications.
23. For want of specifications related to structural steel like fabrication, erection, welding, material etc., following IS Codes are to be followed i.e. 1. IS: 816-1969, 2. IS 2139-1976, 3) IS 7215-1974, 4) IS 813-1961, 5) IS – 2062 – 1980.
24. Specialized works are to be executed by specialized agency with the approval of BHEL.
25. Test Certificates are to be supplied for all bought-out items as required by the Engineer-in-charge.

-----*-----*

Signature, seal & issuing authority

Sign, seal & date of contractor



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Railway Track for connecting new Assembly shop to outgoing track.
TENDER NOTICE NO FCX/TE/2/02/R DT 11/06/2012

**BLANK PRICE BID
SECTION A DSR ITEMS**

Sl. No.	DSR 2007 Ref:-	Short Description of items (Refer DSR 2007 for detailed description)	Unit	Qty	Quoted Rates	Amount (Rs)	
1	2.6.1/64	Earth work in excavation by mechanical means lead upto 50 m and lift 1.5 meter	m3	6000	101.85	611100.00(Above /Below) over rates for Item no 1 to 7
2	2.3.1/64	Banking available excavated earth in layers including watering , rolling with power roller and dressing up lead upto 50m and lift upto 1.5m in all kinds of soil	m3	1000	99.45	99450.00	
3	16.1/240	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc and re-rolling the subgrade and disposal of surplus earth lead upto 50 metres.	M2	2411.5	33.90	81749.85	
4	2.32/68	Clearing grass and removal of the rubbish	100 sq m2	60	135.65	8139.00	
5	1.1.2/54	Carriage of Earth up 1 km .	m3	6000	49.42	296520.00	
6	16.3.2/240	Supply of aggregate size 63 to 45 mm	m3	2100	768.45	1613745.00	
7	DSR ITEM	Any item not included above but as per DSR 2007	DSR unit	100000	1.00	100000.00	
		Total "A"			Rs	2810704	
		(B) Above/ below..... %	Sub total B (A x....%) Rs				
		Total "C" (A ± B)			Rs		

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FACTORY CIVIL DEPARTMENT**Railway Track for connecting new Assembly shop to outgoing track.**

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SECTION B NON DSR ITEMS

S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
8	NS 1	Supply of mono Block pre stressed concrete sleepers for BG, 60 kg. Rail as per RDSO Drg. No. T-2496	No	500		
9	NS 2	Supply of mono Block pre stressed concrete sleepers to suit B.G 52 kg running Rails and 90 Lbs Check Rails for level crossing as per RDSO Drg No. T-4148	No	20		
10	NS 3	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4170	No	20		
11	NS 4	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4171	No	20		
12	NS 5	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4172	No	40		
13	NS 6	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4173	No	400		
14	NS 7	Supply of Elastic Rails Clip as per RDSO Drg No. T-3701	No	4000.00		
15	NS 8	Supply of J Clips 52 kg rails as per RDSO Drg No. T-4158	No	900.00		
16	NS 9	Supply of fish Plate 52 kg 610 mm long rails as per RDSO Drg No. T-090 (M)	No	406.00		
17	NS 10	Supply of Metal linner 52 kg rails as per RDSO Drg No. T-3742 (NGS)	No	3200.00		
18	NS 11	Supply of Rubber Pad 60 kg rails as per RDSO Drg No. T-3711	No	3300.00		
19	NS 12	Supply of fish Plate Nut Bolt with washer rails as per RDSO Drg No. T-11501	No	932.00		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
20	NS 13	Supply of fish Plate 90LBS Rails as per RDSO Drg No.	No	60.00		
21	NS 14	Supply of Metal liner 52 kg rails as per RDSO Drg No. T-3741 (GS)	No	3200.00		
22	NS 15	Supply of Nut Bolt with washer 22X110 mm	No	520.00		
23	NS 16	Supply of M.S. Bracket as per RDSO Drg No. T-4784	No	520.00		
24	NS 17	Supply of Distance Block as per RDSO Drg No. T-4785	No	520.00		
25	NS 18	Supply of Plate Screw as per RDSO Drg No. T-3913	No	1040.00		
26	NS 19	Supplying of junction fish plates with nut bolt 90R/52kg from RDSO approved firm. OR Rites Certificate	Set	15		
27	NS 20	Laying and linking of permanent way (B.G) on already laid ballast bed on straight/curve (with/without wider gauge sleepers) with 52 kg. Rails/fist plated track on straights/ curves on 60 kg. PSC sleepers with elastic fastenings to correct track parameters as per specification complete. Rails 52 kg. for plain track, PSC sleepers and fittings (for straight & curve) will be supplied P.way material free of cost to the contractor by employer from store in the plant area, the contractor shall have to handle lead and lay them at site as per specification at his cost this also includes laying of track on level crossing on specified type of sleepers and fastenings	Met er	1200		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
28	NS 21	Laying & fixing New 52 kg (Industrial use Rail) Check Rails as per approved design on already laid 52 kg running rails on PSC Sleepers at curved alignment including cutting of flanges as required with all material, fittings fish plats and bolts from BHEL Store conforming to railway standard as per relevant RDSO drgs including all lead and lifts .	Met er	350		
29	NS 22	Laying & fixing in position new 52 kg (Industrial use Rail) checkrail at level crossing on already laid 52 kg running rail on PSC sleepers on both side running rails including all lead lifts linking to PSC Sleepers to RDSO dry No. 4148 A including fabrication of 90Lbs check rails as per design drilling & chamfering of holes, etc and fixing all fittings as per RDSO drg. e.g. brackets, MS bolts & Nut Spring waster,/ packing plates distance blocks etc. from BHEL Store for check rails complete. (payment shall be made on the basis of the running track meters measured from end to end of check rails along the track.	Met er	15		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
30	NS 23	Manual through packing of newly laid tracks incl level crossing straight or curves to be a good geometry to conform to specified alignment & level and other track parameters including squaring of sleepers slewing of track to correct alignment gauging tightening of fittings fixing them in correct position lifting of track if required to obtain the required longitudinal/ cross levels and designed ballast cushion packing below the sleepers & boxing to approved Ballast profile with all tools & labours as a complete job. As the through packing is to be done on PSC Sleepers track all care be exercised to ensure that the sleepers are not damaged during packing of the sleepers are damaged in the process of through parking if the relapses are damaged in the process of through packing the contractor will have to replace them at his own cost.				
		(1) first through packing bringing track to level, alignment and ballast profile	Met er	1200		
		(2) Second through packing providing full ballast cushion proper ballast profile and specified track parameters.	Met er	1200		
		(3) Third and final through packing providing full ballast cushion final ballast profile and specified track parameters.	Met er	1200		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
31	NS 24	Laying & fixing of B.G. 1 in 8.5 turnout fan shape design to RDSO drg No T-4865 made from 52kg 90 UTS. T-12 (1st quality) rails, 6400 mm curved switch to RDSO drg No T-4866 and CMS crossing to RDSO drg No- T-4867 including all fittings and PSC sleepers to RDSO dry No. complete with all material including 52 kg 1st quality lead rails fish plates and fish bolts etc and all fitting suitable for PSC sleepers for motor points/fixing of hand levers check rails etc including all lead and lift. As a complete job material Issue BHEL Store	No.	3		
32	NS 25	Manual through packing of 52 Kg Rail/90Lbs Rail newly laid in 8.5 turnout/point and crossings to bring them to a good geometry to conform to specified line level and parameters including designed layout of sleepers slewing of track to collect alignment ganging tightening of fittings fixing them in correct position, lifting of track as necessary to obtain the required longitudinal/crave levels and designed ballast profile with all tools & labour as a complete job as the through packing is to be done on PSC sleepers track all care be exercised to ensure that the sleepers are not damaged during packing				
		(1) First through packing brining track to level alignment and ballast profile.	No	3		
		(2) Second through packing providing full ballast cushion proper ballast profile and specified track parameters.	No	3		
		(3) Third and final through packing providing full ballast cushion final ballast profile and specified track parameters.	No	3		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
33	NS 26	Handling/lifting/leading ballast of railway Specification for preparation of ballast bed of prepared thickness 300 mm from existing stacks and putting the same in track including all dressing profiling and boxing re handling ascend descend crossing of tracks etc. as per specification with contractor own tools and plants and labour as a complete job.	Cu m	2100		
34	NS 27	Removing and screening of existing ballast from, formation while repairing new formation after cutting the old formation and stacking the screened ballast along the track at location required .	Cu m	100		
35	NS 28	Fabrication & fixing of dead end as per RDSO drawing including painting of sleeper with red paint fixing with Longer size bolts nut rails and sleeper as a complete job.	No.	1		
36	NS 29	Dismantling & Removing of existing B.G. track of any classification including hauling of material track crossing loading unloading transporting & the material such as rails, CST/9 plate/wooden sleeper & fitting etc (under traffic block)	Met er	305		
37	NS 30	Dismantling of old Turnouts on ST sleepers under traffic basic including leading and hauling of dismantle and material track crossing	No.	1		
38	NS 31	Linking of B.G track with 90 Lbs and CST/9 plate sleepers after spreading laying squaring on already spread ballast including shifting free rails, CST/9 plate sleepers & fitting up to block section length. Rates including gauging alignment to pre decided alignment in curves and straight leveling of linked B.G track, the Rates will also include kachcha packing	Met er	330		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
39	NS 32	Linking of B.G T/outs1 in 8.5 on 90 Lbs rail sleepers on under traffic block after spreading lying squaring on already spread ballast including leading of rails, crossing, ST sleepers & fitting etc lying along the track or at stack as a complete job T/out to good track geometry as per satisfaction. The rates will include kachcha packing.	No.	1		
40	NS 33	Dismantling & removing of existing check rail curve portion including hauling of material at new location of track.	Met er	140		
41	NS 34	Fixing of check rails curve portion in CST/9 plates linking in use of track inner side	Met er	140		
42	NS 35	Removal of jammed Nut bolt from track CST/9 track check rails & T/out ST sleepers up to block section length.	No.	150		
43	NS 36	Slewing of existing track 52 kg/90 Lbs rail with PRC, CST/9 plate sleeper to required alignment on curve/straight track including shifting of ballast making required track fit for 30 k MPH maintaining alignment longitudinal and cross levels with contractor labour tools & plants machinery etc. as a complete job	Met er	100		
44	NS 37	Shifting of released ST sleeper/CST-9 coupling manually/ mechanically lying in BHEL Rly gate up to 200 m as per New alignment with all labour, T&P consumable item handling and re handling lead & lift crossing of track or any other obstruction as a complete job.	No.	600		
45	NS 38	Hauling of T/out special PRC sleepers 52 kg/60kg lead up to 1000 m	Set	3		
		Total "D" (Non DSR Items)				
		GRAND TOTAL "E" (C + D)				
		Service Tax Extra				

Note : - Contractor Should not offer Rates in Blank Price BidSignature, seal & issuing authority
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**SCHEDULE "A" PRICE BID
SECTION A DSR ITEMS**

Sl. No.	DSR 2007 Ref:-	Short Description of items (Refer DSR 2007 for detailed description)	Unit	Qty	Quoted Rates	Amount (Rs)	
1	2.6.1/64	Earth work in excavation by mechanical means lead upto 50 m and lift 1.5 meter	m3	6000	101.85	611100.00(Above /Below) over rates for Item no 1 to 7
2	2.3.1/64	Banking available excavated earth in layers including watering , rolling with power roller and dressing up lead upto 50m and lift upto 1.5m in all kinds of soil	m3	1000	99.45	99450.00	
3	16.1/240	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc and re-rolling the subgrade and disposal of surplus earth lead upto 50 metres.	M2	2411.5	33.90	81749.85	
4	2.32/68	Clearing grass and removal of the rubbish	100 sq m2	60	135.65	8139.00	
5	1.1.2/54	Carriage of Earth up 1 km .	m3	6000	49.42	296520.00	
6	16.3.2/240	Supply of aggregate size 63 to 45 mm	m3	2100	768.45	1613745.00	
7	DSR ITEM	Any item not included above but as per DSR 2007	DSR unit	100000	1.00	100000.00	
		Total "A"			Rs	2810704	
		(B) Above/ below..... %	Sub total B (A x....%) Rs				
		Total "C" (A ± B)			Rs		

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SECTION B NON DSR ITEMS

S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
8	NS 1	Supply of mono Block pre stressed concrete sleepers for BG, 60 kg. Rail as per RDSO Drg. No. T-2496	No	500		
9	NS 2	Supply of mono Block pre stressed concrete sleepers to suit B.G 52 kg running Rails and 90 Lbs Check Rails for level crossing as per RDSO Drg No. T-4148	No	20		
10	NS 3	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4170	No	20		
11	NS 4	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4171	No	20		
12	NS 5	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4172	No	40		
13	NS 6	Supply of mono Block pre stressed concrete sleepers to suit curved track with slaek gauge to RDSO Drg No. T-4173	No	400		
14	NS 7	Supply of Elastic Rails Clip as per RDSO Drg No. T-3701	No	4000.00		
15	NS 8	Supply of J Clips 52 kg rails as per RDSO Drg No. T-4158	No	900.00		
16	NS 9	Supply of fish Plate 52 kg 610 mm long rails as per RDSO Drg No. T-090 (M)	No	406.00		
17	NS 10	Supply of Metal linner 52 kg rails as per RDSO Drg No. T-3742 (NGS)	No	3200.00		
18	NS 11	Supply of Rubber Pad 60 kg rails as per RDSO Drg No. T-3711	No	3300.00		
19	NS 12	Supply of fish Plate Nut Bolt with washer rails as per RDSO Drg No. T-11501	No	932.00		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
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21	NS 14	Supply of Metal liner 52 kg rails as per RDSO Drg No. T-3741 (GS)	No	3200.00		
22	NS 15	Supply of Nut Bolt with washer 22X110 mm	No	520.00		
23	NS 16	Supply of M.S. Bracket as per RDSO Drg No. T-4784	No	520.00		
24	NS 17	Supply of Distance Block as per RDSO Drg No. T-4785	No	520.00		
25	NS 18	Supply of Plate Screw as per RDSO Drg No. T-3913	No	1040.00		
26	NS 19	Supplying of junction fish plates with nut bolt 90R/52kg from RDSO approved firm. OR Rites Certificate	Set	15		
27	NS 20	Laying and linking of permanent way (B.G) on already laid ballast bed on straight/curve (with/without wider gauge sleepers) with 52 kg. Rails/fist plated track on straights/ curves on 60 kg. PSC sleepers with elastic fastenings to correct track parameters as per specification complete. Rails 52 kg. for plain track, PSC sleepers and fittings (for straight & curve) will be supplied P.way material free of cost to the contractor by employer from store in the plant area, the contractor shall have to handle lead and lay them at site as per specification at his cost this also includes laying of track on level crossing on specified type of sleepers and fastenings	Met er	1200		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
28	NS 21	Laying & fixing New 52 kg (Industrial use Rail) Check Rails as per approved design on already laid 52 kg running rails on PSC Sleepers at curved alignment including cutting of flanges as required with all material, fittings fish plats and bolts from BHEL Store conforming to railway standard as per relevant RDSO drgs including all lead and lifts .	Met er	350		
29	NS 22	Laying & fixing in position new 52 kg (Industrial use Rail) checkrail at level crossing on already laid 52 kg running rail on PSC sleepers on both side running rails including all lead lifts linking to PSC Sleepers to RDSO dry No. 4148 A including fabrication of 90Lbs check rails as per design drilling & chamfering of holes, etc and fixing all fittings as per RDSO drg. e.g. brackets, MS bolts & Nut Spring waster,/ packing plates distance blocks etc. from BHEL Store for check rails complete. (payment shall be made on the basis of the running track meters measured from end to end of check rails along the track.	Met er	15		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
30	NS 23	Manual through packing of newly laid tracks incl level crossing straight or curves to be a good geometry to conform to specified alignment & level and other track parameters including squaring of sleepers slewing of track to correct alignment gauging tightening of fittings fixing them in correct position lifting of track if required to obtain the required longitudinal/ cross levels and designed ballast cushion packing below the sleepers & boxing to approved Ballast profile with all tools & labours as a complete job. As the through packing is to be done on PSC Sleepers track all care be exercised to ensure that the sleepers are not damaged during packing of the sleepers are damaged in the process of through parking if the relapses are damaged in the process of through packing the contractor will have to replace them at his own cost.				
		(1) first through packing bringing track to level, alignment and ballast profile	Met er	1200		
		(2) Second through packing providing full ballast cushion proper ballast profile and specified track parameters.	Met er	1200		
		(3) Third and final through packing providing full ballast cushion final ballast profile and specified track parameters.	Met er	1200		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
31	NS 24	Laying & laying & fixing of B.G. 1 in 8.5 turnout fan shape design to RDSO drg No T-4865 made from 52kg 90 UTS. T-12 (1st quality) rails, 6400 mm curved switch to RDSO drg No T-4866 and CMS crossing to RDSO drg No- T-4867 including all fittings and PSC sleepers to RDSO dry No. complete with all material including 52 kg 1st quality lead rails fish plates and fish bolts etc and all fitting suitable for PSC sleepers for motor points/fixing of hand levers check rails etc including all lead and lift. As a complete job material Issue BHEL Store	No.	3		
32	NS 25	Manual through packing of 52 Kg Rail/90Lbs Rail newly laid in 8.5 turnout/point and crossings to bring them to a good geometry to conform to specified line level and parameters including designed layout of sleepers slewing of track to collect alignment ganging tightening of fittings fixing them in correct position, lifting of track as necessary to obtain the required longitudinal/crave levels and designed ballast profile with all tools & labour as a complete job as the through packing is to be done on PSC sleepers track all care be exercised to ensure that the sleepers are not damaged during packing				
		(1) First through packing brining track to level alignment and ballast profile.	No	3		
		(2) Second through packing providing full ballast cushion proper ballast profile and specified track parameters.	No	3		
		(3) Third and final through packing providing full ballast cushion final ballast profile and specified track parameters.	No	3		

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S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
33	NS 26	Handling/lifting/leading ballast of railway Specification for preparation of ballast bed of prepared thickness 300 mm from existing stacks and putting the same in track including all dressing profiling and boxing re handling ascend descend crossing of tracks etc. as per specification with contractor own tools and plants and labour as a complete job.	Cu m	2100		
34	NS 27	Removing and screening of existing ballast from, formation while repairing new formation after cutting the old formation and stacking the screened ballast along the track at location required.	Cu m	100		
35	NS 28	Fabrication & fixing of dead end as per RDSO drawing including painting of sleeper with red paint fixing with Longer size bolts nut rails and sleeper as a complete job.	No.	1		
36	NS 29	Dismantling & Removing of existing B.G. track of any classification including hauling of material track crossing loading unloading transporting & the material such as rails, CST/9 plate/wooden sleeper & fitting etc (under traffic block)	Met er	305		
37	NS 30	Dismantling of old Turnouts on ST sleepers under traffic basic including leading and hauling of dismantle and material track crossing	No.	1		
38	NS 31	Linking of B.G track with 90 Lbs and CST/9 plate sleepers after spreading laying squaring on already spread ballast including shifting free rails, CST/9 plate sleepers & fitting up to block section length. Rates including gauging alignment to pre decided alignment in curves and straight leveling of linked B.G track, the Rates will also include kachcha packing	Met er	330		

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DT 11/06/2012

S.No	DSR 2007 Ref:-	Description of items	Unit	Qty	Quoted Rates (Rs)	Amount (Rs)
39	NS 32	Linking of B.G T/outs1 in 8.5 on 90 Lbs rail sleepers on under traffic block after spreading lying squaring on already spread ballast including leading of rails, crossing, ST sleepers & fitting etc lying along the track or at stack as a complete job T/out to good track geometry as per satisfaction. The rates will include kachcha packing.	No.	1		
40	NS 33	Dismantling & removing of existing check rail curve portion including hauling of material at new location of track.	Met er	140		
41	NS 34	Fixing of check rails curve portion in CST/9 plates linking in use of track inner side	Met er	140		
42	NS 35	Removal of jammed Nut bolt from track CST/9 track check rails & T/out ST sleepers up to block section length.	No.	150		
43	NS 36	Slewing of existing track 52 kg/90 Lbs rail with PRC, CST/9 plate sleeper to required alignment on curve/straight track including shifting of ballast making required track fit for 30 k MPH maintaining alignment longitudinal and cross levels with contractor labour tools & plants machinery etc. as a complete job	Met er	100		
44	NS 37	Shifting of released ST sleeper/CST-9 coupling manually/ mechanically lying in BHEL Rly gate up to 200 m as per New alignment with all labour, T&P consumable item handling and re handling lead & lift crossing of track or any other obstruction as a complete job.	No.	600		
45	NS 38	Hauling of T/out special PRC sleepers 52 kg/60kg lead up to 1000 m	Set	3		
		Total "B" (Non DSR Items)				
		GRAND TOTAL "C" ("A" + "B")				
		Service Tax Extra				

Note : - All rates quoted above are inclusive of all taxes and duties and exclusive of Service Tax

Signature, seal & issuing authority

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Sign, seal & date of contractor