



BHARAT HEAVY ELECTRICALS LTD
Industrial Valves Plant, Goindwal
WCM Department

Notice Inviting Tender

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

1	Name of Work	Carrying out the work of Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib
2	Location of Work	BHEL IVP Goindwal
3	Type of Tender Enquiry	Open
4	Type of Contract	Works
5	Enquiry Number	2021-22/WC-09
6	Enquiry Date	01.12.2021
7	Estimated Value of work	Rs. 145360/- (Including GST @ 18%)
8	Validity of offer	45 days from tender opening
9	Earnest Money Deposit (EMD)	Rs. 2908.00 – EMD is also required to be deposited by MSE vendors/contractors
10	Security Deposit	5% of Final Contract Value.
11	Tender Evaluation Method	Total Value wise
12	Reverse Auction	Not Applicable
13	BHEL IVP EFT Details	Punjab National Bank, Goindwal IFSC CODE: PUNB0193200, Account Number: 1932009300002270
14	Last Date for Submission of offer	11.12.2021 at 3:00PM
15	Techno-Commercial Bid Opening Date	11.12.2021 at 3:30PM
16	Work Completion Schedule	01 Months from the date of receipt of LOI/Award of Work.
17	Tender To be sent to	tenderwcm-ivp@bhel.in
18	Tender Document Details	<p>Notice Inviting Tender – 2 pages.</p> <p>Part-1: Techno-commercial bid:</p> <ul style="list-style-type: none">○ General Instructions to Bidders – 3 pages○ Pre-Qualification Terms – 1 pages○ Special conditions of contract-(Total 27 Pages)- Attached Separately○ Technical Conditions of contact – (Total 23 Pages) - Attached Separately○ General Conditions of contract – 9 pages○ Unpriced bid–Page 1○ Make in India (MII) and Local Content Declaration Format – Page 1○ GENERAL FINANCIAL RULES (GFRS) Rule 144 (XI)- Page 1 <p>Part-2: Price Bid—Page 1</p>



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19	Contact Details	<p>Address: BHARAT HEAVY ELECTRICALS LTD 433, INDUSTRIAL COMPLEX Goindwal Sahib, Distt. Tarn-Taran, Punjab PIN- 143422.</p> <p>Contact Person: Sh. Amit Kumar Dy. Manager/ WCM amit.garg@bhel.in, Phone- 01859-224618, 98153-44974</p> <p>OR</p> <p>Sh. Rakesh Kumar SDGM/Head-MM Kumarrakesh@Bhel.In, Phone- 01859-224615</p>
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Tender for above mentioned work should be submitted in a sealed cover consisting of three inner sealed covers. First cover shall contain proof of EMD (only if EMD is applicable), second cover shall contain Part-1: Techno-commercial offer and third cover shall contain Part-2: Price bid.

EMD cover shall contain proof of payment of requisite EMD via Electronic Fund Transfer credited in BHEL account. EMD can also be submitted as per modes of deposit specified in clause 9 of General conditions of contract (GCC). EMD in any other form will not be accepted.

An envelope containing EMD shall be sent to BHEL IVP Goindwal clearly marked “EMD” and reference to Enquiry no. Part I bids of those tenderers only shall be considered who have attached EMD envelope. The vendors who have submitted EMD through NEFT should send the print out of transaction details in the EMD envelope.

Tenderer shall be required to deposit earnest money in favour of “**BHEL**” in the form of Demand Draft/Pay Order only **payable at Goindwal Sahib, Distt. Tarn Taran**

Account Details for depositing EMD through NEFT is as below:

Bank Name : Punjab National Bank

Branch: Goindwal Sahib

Account No. 1932009300002270

IFSC : PUNB0193200

Following banks have branches at Goindwal:

- State Bank of India
- Punjab National Bank
- HDFC
- Union bank
- Allahabad bank

Techno-commercial offer cover shall contain all documents duly filled and signed by the tenderer in all the pages with documentary evidences for qualifying criteria such as experience, value of work executed in the similar nature of work etc.

The price bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items given in the price bid.

The completed techno-commercial bid and price bid along with requisite EMD (only if EMD is applicable), for this work shall reach the office of the undersigned on or before “Last Date for



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Submission of offer" as specified above. In case of offer submission by email above procedure shall not be applicable and all documents needs to be sent on email before due date and time.

The Techno-commercial offer will be opened on the same day at above specified time. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / Your authorized representative may participate in the tender opening. Clarification if any, can be obtained from the undersigned.



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GENERAL INSTRUCTIONS TO BIDDER

- 1) The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.
- 2) Before Tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- 3) While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- 4) While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 5) Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected:
- 6) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 7) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 8) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point 6 and 7 above.
- 9) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 10) The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- 11) Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- 12) Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account)
- 13) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 14) If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- 15) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 16) Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.



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- 17)** Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 18)** Submission of Tenders by electronic media like e-mail, Internet, fax etc. is acceptable and will be at the sole risk of the Tenderer. Tenders can be sent to tenderwcm-ivp@bhel.in. Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- 19)** Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted. In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- 20)** Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 21)** All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.

22) Signing the Tender

- a) All the required documents shall be filled in the same serial order as per the format / column of the "techno-commercial bid". All the pages shall be serially numbered on the right hand side top corner. Page numbers of the concerned documents also shall be filled in "techno- commercial bid" in the boxes provided. All the pages of tender documents are to be duly signed and stamped by the bidder.
- b) The Tender shall be signed by the Authorized Signatory Only.

23) Address for sending the offer:

- a) The offer should be sent to address as mentioned in Tender Notice well in advance so that it reaches before or on due date and time through registered post or in person.

24) Date / Time for opening of Tender

- a) Sealed covers so received will be opened at BHEL IVP Goindwal – **143422** on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorized Representatives who may choose to witness the same.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) The Techno Commercial bids only will be opened.
- d) The Price BIDS of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

25) Witnessing the Tender opening

- a) The Bidder or his authorized representative may choose to witness the Tender opening.
- b) Only one representative from one bidder will be allowed to participate in the Tender opening.

26) Quoting

- a) Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the period of the Contract.

27) Participation

- a) The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL IVP Goindwal or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.



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- 28)** If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- 29)** After releasing WO, it is assumed that supplier has accepted WO if we do not receive acknowledgement/declination from supplier within 10 days of date of WO.



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(To be Submitted by Bidder along with bid on company's letter head)

CERTIFICATE IN REGARD TO RESTRICTIONS UNDER RULE 144(XI)
OF THE GENERAL FINANCIAL RULES (GFRS), 2017

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.....Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

(Signature and Seal)

Authorized Signatory of bidder



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(To be Submitted by Bidder along with bid on company's letter head)

Make in India (MII) and Local Content Declaration

To whom it may concern

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. _____ (supplier name) are (tick whichever is applicable as below)

“Class-I local supplier” meeting the requirement of minimum local content equal to 50% or more defined in above mentioned government notification for the goods & services
(or)

“Class-II local supplier” meeting the requirement of minimum local content 20 % to less than 50% defined in above mentioned government notification for the goods & services

(or)

Non-local supplier (if not belonging to Class-I & Class-II)

against **Tender Enquiry No. 2122-WC09 dated 29.11.2021**

Work Include: Carrying out the work of Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib

Details of location at which local value addition will be made is as follows:

Supplier Address: _____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory

Place:

Date:



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Pre-qualification Criteria: -

SI No	QUALIFICATION NORMS	CREDENTIAL DOCUMENTS TO BE SUBMITTED BY BIDDER IN SUPPORT
A	FINANCIAL SOUNDNESS CRITERIA	
A.1	Bidder should have average annual turnover of minimum of 30% of the estimated value of work in the last 3 financial years (2018-19,2019-20 & 2020-21).	This is to be supported by audited P&L Account & Balance Sheet for the last three consecutive years i.e., 2018-19,2019-20 & 2020-21 (Assessment Year 2019-20, 2020-21 & 2021-22). In case audited balance sheet & P&L account for Financial year 2020-21 is not available, party may submit provisional P&L account and balance sheet for 2020-21 verified by CA (Chartered Accountant). In case audit of account (P&L Account, Balance Sheet) is not applicable then the vendor may submit turnover certificate duly certified by Chartered accountant for the Financial Years i.e. 2018-19,2019-20 & 2020-21 (Assessment Year 2019-20, 2020-21 & 2021-22) as a proof of Financial Soundness.
B	EXPERIENCE REQUIREMENT Contractor/Tenderer shall be considered qualified for this work when he meets following Technical Criteria/Norms. During last seven years 01/09/2014 to 30/09/2021 contractor should have successfully completed works either a) three similar works each of value not less than 40% of estimated value of work put to tender. (or) b) Two similar works each of value not less than 50% of estimated value of work put to tender (or) c) One similar work of value not less than 80% of estimated value of work put to tender.	Contract Copy for similar work* issued by any Central/State Government / PSU company/Private Organization. Copy of Work Order(s) and Experience Certificate(S) corresponding to that work order(s) to be provided. Experience certificate from Private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization or Form 26 AS.
C	STATUTORY Bidder should have: PAN No. GST No.	Copies of- PAN No. is to be submitted by vendor. Incase PAN and GST NO. is not available with the bidder and GST is applicable on this contract, then he will obtain the same from the concerned Authority, after award of work to him by BHEL and he will produce and submit these to BHEL with his First RA Bill before release of any payment from BHEL. Declaration to this effect is to be submitted
Notes: *Similar works means Civil Construction or modification or R&M works of Buildings or Industrial/Factory Shed or Roads or Water Supply or Sewerage/ Sanitation. Experience of other works like Horticulture, Painting and finishing, Interior decoration and designing (wooden floor, curtains, blinds, wall paper finishing and other decorative installation etc), Sewage cleaning works etc. shall not be considered in category of similar work. Dissimilar / irrelevant works will not be considered for eligibility criteria.		



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Payment Terms and Conditions:

1. Payment to the contractor will be done by Electronic fund transfer Mode. Contractor will have to furnish necessary details before receive the payment by this mode. Necessary deductions shall be done like TDS etc. at the standard rates applicable as per statutory Laws.
2. The contractor shall submit monthly RA bills with all the details required by BHEL covering progress of work in all respects and areas for the previous calendar month.
3. Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract and Technical conditions of contract and CPWD technical specifications of work.
4. Any interim Payment made relating to work done or materials delivered vide running account bill may be modified or corrected by any subsequent interim payment or by the final payment. No certificate of the Engineer-in-charge supporting and interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract.
5. Release of payment in each running bill will be restricted to the value of work completed. No advance payment shall be done.
6. Security deposit up to the 10% of value of RA bill will be deducted by BHEL as per the relevant clauses of General conditions of contract.
7. Deductions towards TDS, Work Contract Tax and recovery any other statutory levies as applicable shall be done from the contractor's bills against the work completed. Other deductions/recoveries towards water charges, electricity charges, empty cement bags, non-returned material, excess generation of scrap, and recoveries towards nondeployment of technical staff as per conditions of contract, LD etc. if applicable will also be done from contractor's bills.
8. The rates are inclusive of GST and CESS.
9. The GST (or any other applicable TAX/CESS) will be reimbursed to contractor on production of valid document / proof for having paid such TAXES/CESS by them to concerned authorities.
10. The payment for running bills will normally be released within a reasonable time (within 30) days of Submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labor wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
11. BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor has to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.

Work Quantity:

Quantities taken in the estimate are provisional but it may be varied (+/- 20%) during the execution of the work due to addition/ deletion in area if any.

Work Completion:

The schedule completion of the work proposed may be kept for 01 months from the date of receipt of LOI/Award of Work.



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Other documents submission:

Bidder to submit duly filled, signed and stamped below documents also along with bid:-

1. **SCC-Special Conditions of the Contract**
2. **TCC-Technical Conditions of the contract**
3. **GCC- General Conditions of the contract**
4. Certificate in regard to restrictions under rule 144(XI) of the general financial rules (GFRS), 2017
5. Make in India (MII) and Local Content Declaration

Declarations by Vendor:

1. I/We have read and understand all terms and conditions of the tender and agree to abide by the same.
2. I/We confirm that we have read all corrigendum's issued for this tender and accept the same.

(Signature and Seal)
Authorized Signatory



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GENERAL CONDITIONS OF CONTRACT (GCC)

- 1) **DEFINITION:** - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -
 - a) **"Contract"** means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another. **"Work"** means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
 - b) **"Contractor"** means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - c) **"Officer-In charge"** means, the Officer deputed by BHEL, IVP Goindwal, to supervise the work or part of the work.
 - d) **"Approved" and "Directed"** means, the approval or direction of BHEL, IVP Goindwal official, or person deputed by him for the particular purposes.
 - e) **"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL)** shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite Tenders and enter into Contract for works on behalf of the Company.
 - f) **"Contract sum"** means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
 - g) **"Week"** means, Seven Days, without regard to the number of hours worked or not worked in any day in that week. **"Day"** means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
 - h) **"Working day"** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labor as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2) BHEL reserves the right to negotiate with L1 bidder/s.
- 3) Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.
- 4) No BHEL employee and their dependents are eligible to submit their offer against this Tender.
- 5) **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
- 6) **DEVIATIONS:** - The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, IVP Goindwal official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 7) **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.



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8) SUB-CONTRACT: - The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.

9) EARNEST MONEY DEPOSIT (EMD to be submitted only if applicable):

a) Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, IVP Goindwal in any of the forms mentioned below.

b) **Modes of Deposit** - The EMD shall be accepted only in the following forms:

i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

iii) Banker's Cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public financial institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL)

c) In addition to above, the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

d) **Forfeiture of EMD:**

i) EMD by the tenderer will be forfeited as per tender documents if

ii) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.

iii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

iv) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

e) **General Terms related to EMD:**

i) Earnest Money Deposit (EMD) will not carry any interest.

ii) Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

iii) The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

10) SECURITY DEPOSIT (SD – to be submitted only if applicable):

a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security Deposit.

b) At least 50% of the required Security Deposit (Including EMD amount) will be collected before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

c) EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security deposit:

d) **Modes of Deposit:**

i) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

ii) Cash (as permissible under the extant Income Tax Act)

iii) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL

iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

vi) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)

e) **General Terms related to SD:**

i) The security Deposit will not carry any interest.



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- ii) Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- iii) NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- iv) All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- v) In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

11) TENDER EVALUATION CRITERIA

- a) Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- b) Cost evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL").
- c) In case prices comes out be same for two or more vendors, ranking (L1, L2...) tie shall be broken based on date time of receipt of bid, if there is still a tie revised bids in sealed covers may be invited from tied bidders with specified limits on prices as per context.

12) COMPLIANCE TO STATUTORY PROVISIONS AND RULES:

- a) The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- b) The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with all statutory provisions and rules as per applicable laws specifically labor laws such as PF, ESI, Minimum wages Act.
- c) Bids are liable to be rejected if bid prices comes out be lower than minimum prices calculated for the workforce deployment as per above laws.

13) PAYMENT TERMS: -

- a) Payment shall be due after 30 days of completion of work and shall be paid within next 15 days' subject to fulfillment of all terms and conditions and receipt of proper invoices.
- b) 100% payment will be made after satisfactory completion of work subject to submission of following documents:
 - i) GST Compliant Invoices Verified by BHEL Engineer
 - ii) Test-Certificates, Warranty Certificates as required by contract.
 - iii) Any other relevant document which is required from time to time as per BHEL requirement.
- c) All payments shall be made through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). Necessary details shall be furnished by bidder in BHEL format.
- d) Conditions relating to release of GST portion:
Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:
 - i) vendor declaring such invoice in his GSTR-1and



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- ii) receipt of goods and Tax invoice by BHEL and
- iii) Confirmation of payment of GST thereon by vendor on GSTN portal.
- iv) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
 - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
 - In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.

14) INCOME TAX: -

- a) Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labor for any work as follows:
- b) Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- c) TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

15) SAFETY CONDITIONS & GUIDELINES

- a) **The Factories Act, 1948:**
 - i) **Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.
 - b) All safety procedures and guidelines as established by applicable laws and framed by BHEL shall mandatorily be followed by all personnel of contractor at BHEL IVP Goindwal.
 - c) All PPE/safety equipment etc. shall be provided by contractor to its personnel

16) NOTICES OF ACCIDENTS

- a) In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer-in-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.
- b) The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

17) RISK PURCHASE

- a) In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

18) LIQUIDATED DAMAGES (LD) / PENALTY:

- a) If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

19) INDEMNITY:

- a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.



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- b) The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.
- c) The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:
 - i) Observance of Labor & Industrial Laws.
 - ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
 - iii) Documentary compliance relating to billing.

20) RIGHTS

- a) BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- b) In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- c) All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, IVP Goindwal will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- d) The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- e) The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.

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

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

23) LAWS GOVERNING THE CONTRACT: The Contract shall be governed by the Indian Laws for time being in force.

24) PUBLIC PROCUREMENT POLICY: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

25) CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -



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- a) BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.
- b) If the Contractor shall: -
- c) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service, OR
- d) Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL. OR
- e) Obtain a Contract with BHEL as a result of ring Tendering or by non-bona-fide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

26) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

- a) BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:
- b) If the Contractor, being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:
- c) Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors OR
- d) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, OR
- e) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- f) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL, IVP Goindwal which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal, or the same shall be recovered from the Contractor by other means.
- g) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

27) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, IVP Goindwal, or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or



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items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, IVP Goindwal official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

28) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.

29) SPECIAL POWER TO TERMINATION: If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the BHEL, IVP Goindwal, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

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

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

32) PREFERENCES FOR MSE's & Start-ups :

- a) Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.
- b) Main points which are mentioned in the above order as applicable to this tender are as follows:
 - i) EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
 - c) *"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."*
 - d) This EMD Exemption and any other benefit is not applicable for "Work Contracts". Type of Contract is mentioned in NIT.
 - e) The Pre-Qualification terms (if any) shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017 & Office Memorandum issued by DPE vide F. No. DPE/7(04)/2007-Fin dated 24.08.2017 forwarding the clarification issued



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by Department of Expenditure, Ministry of Finance vide No. F.20-2/2014-PPD(Pt.) dated 27.07.2017 and DO letter vide D.O. No. 12(11)/2017-SI by Secretary DIPP, Ministry of Commerce and Industry. For claiming Start-Up exemption, vendors have to give documentary evidence or undertaking. For Claiming MSE benefits, vendor have to give documentary evidence like NSIC, UAN, etc.

33) SUB-CONTRACT: The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

34) FORCE MAJEURE: If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

35) DISPUTES: In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

36) JURISDICTION: The court of the place from where the work order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

37) CLARIFICATIONS: The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

38) BANNED FIRMS: The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

39) DISCLAIMER CLAUSE (Only for E procurement): Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (Mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

40) FRAUD PREVENTION POLICY: The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

41) REVERSE AUCTION

- BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.



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- b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- c) The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- d) If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

42) EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

43) PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class-I local supplier / Class-II local supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

44) SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.



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1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions

45) Special terms and conditions shall supersede the GCC, if conflicting.

Name of the Work: Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib

SPECIAL CONDITIONS OF CONTRACT

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CONTRACTOR

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ACCEPTING OFFICER (BHEL)

Name of the Work: Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib

1.0 INTENT OF THE SPECIFICATION

- 1.1 The intent of this specification is to provide services for execution of the Project according to modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards construction works shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
- 1.2 The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during construction if any. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.
- 1.3 It is not the intent of this specification to specify herein all the details of construction. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his Judgments are not in full accordance herewith.
- 1.4 The omission of specific reference to any fabrication / construction or other method, equipment or material necessary for construction work shall not relieve the Contractor of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in fabrication/ construction shall have to be rectified by the contractor free of cost. Inspection by BHEL/Customer does not relieve contractor of his responsibility of executing quality construction.
- 1.5 The work covered under this specification should be of sophisticated nature requiring the best quality workmanship, supervision, and engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.
- 1.7 Following shall be the minimum responsibility of contractor and have to be provided within finally accepted rates / prices:
 - 1.7.1 Providing as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated IMTEs (Inspection, measuring and testing equipment) as specified and otherwise required for the work, consumables for construction, testing and commissioning including material handling

CONTRACTOR

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ACCEPTING OFFICER (BHEL)

Name of the Work: Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib

1.7.2 Providing as required of all material required for construction works as specified in BOQ or mentioned in Technical specifications at site of work.

1.7.3 Completion of work as per BHEL Schedule and commitment of Contractor.

1.7.5 Good quality and accurate workmanship for proper performance of the equipment.

1.7.6 Repair/Replacement and rectification during the construction.

1.7.7 Storage of all material either issued by BHEL or supplied by contractor himself during storage / construction until handing over.

2.0 Services to be Rendered by the Contractor

2.1 Services for construction works of Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib includes Dismantling of existing Asbestos roofing works, providing and laying of Brick work on the existing shed and providing and fixing of precoated galvanized iron roofing sheets as per BOQ described in Schedule A.

2.2 Supply, storage of material included in contractor's scope of work and Quality testing of all such material supplied by Contractor at site of work as and when required to the satisfaction of BHEL.

2.3 Deployment of all skilled and unskilled manpower required for construction, Technical staff for supervision of construction, watch & ward and other services to be rendered under this specification.

2.4 Deployment of all construction tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the construction work to be handled under scope of this specification except otherwise specified.

2.5 Supply of all consumables, eg welding electrodes, cleaning agents, diesel oil, lubricant etc. as well as materials required for temporary supports, scaffolding etc. as necessary for such construction work, unless specified otherwise.

2.6 Providing support services for the contractor's construction staff eg construction of site offices, temporary stores, residential accommodation and transport to work site for construction personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.

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- 2.7 Removal of debris, rubbish and garbage generated at construction site and keeping the construction site neat and clean.
- 2.8 Maintaining proper documentation of all the site activities undertaken by the Contractor as per the Performa mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL , taking approval of all statutory authorities as applicable which fall under the jurisdiction of such statutes of laws.
- 2.9 Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.
- 2.10 Repair/ removal of defects in the work executed during the Maintenance period.

GENERAL TECHNICAL REQUIREMENTS

3.0 (SPECIFICATIONS, DRAWINGS AND CODES)

- 3.1 Construction shall be based on requirements/guidelines of Indian standard codes as applicable, Drawings issued to the contractors, Specifications of bill of quantities (Schedule A) and CPWD works specifications as applicable. Technical conditions of contract shall be binding on the contractor. BHEL engineer and contractor both as and when required will take reference of such specifications.
- 3.2 The detailed drawings (if any), specifications available with BHEL engineers will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
- 3.3 Necessary drawings (if any) to carry out the construction work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
- 3.4 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.
- 3.5 The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work. The contractors quoted rates shall be inclusive of the above factor.

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- 3.6 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- 3.7 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

4.0 OBLIGATIONS OF CONTRACTOR WITH RESPECT TO THE RATES OFFERED

- 4.1 The rates shall be for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labor, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance during Maintenance period, supervision, labor colonies, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete for the specifications mentioned in BOQ (Schedule 'A')
- 4.2 The contractor shall pay all (save the specific exclusions as enumerated in this contract) applicable taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced or liable to pay any of such taxes, BHEL shall have the right to recover the same from the Contractors' bills or otherwise as deemed fit.
- 4.3 Necessary Deduction against TDS and work contract Tax shall be done from contractor's bill as per statutory acts and rules. Other recoveries towards water charges, electricity will also be done from contractor's bill as per provision.
- 4.4 In case the Government imposes any new levy/tax on the output service/ goods/work after award of the work, the same shall be reimbursed by BHEL at actual.
- 4.5 No reimbursement/recovery because of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care by the bidder and he has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid
- 4.6 For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract in force.
- 4.7 Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies. Quantities shown in the attached schedule are only tentative and approximate

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and are liable for variation. The contractor will have to execute all or any item of work irrespective of their quantities up to any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent).

- 4.8** The contractor shall not increase their quoted rates, once the tender has been opened and during execution of the contract in case, his tender is accepted. The rates shall remain firm thought the contract period or extended period of contract. Price variation clause shall not be applicable to this tender and contract.
- 4.9** The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

5.0 OBLIGATIONS OF CONTRACTOR WITH RESPECT TO T&P, IMTEs, MATERIAL AND ITS STORAGE

5.1 T&Ps and IMTEs to be provided by Contractor

- 5.1.1** All T&Ps and IMTEs are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits, if any) if required with Tax authorities, for bringing their materials, plants and equipment at site for the execution of work under this contract.

5.2 Obligations in respect of T&Ps and IMTEs provided by BHEL

- 5.2.1** Normally no T&P / IMTEs shall be provided by BHEL to contractor. However in the interest of work if BHEL provides so than an appropriate recovery shall be done from contractor's bills towards hire charges and shall include market rate plus overhead as decided by BHEL.
- 5.2.2** Any loss / damage to any part of BHEL T&Ps and IMTEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
- 5.2.3** The contractor shall return BHEL T&Ps and IMTEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If contractor delays return of T&P and MME, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. T&Ps and IMTEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.

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5.3 Obligations in respect of material and its storage.

- 5.3.1** All materials required for execution of the works under this contract shall be supplied by contractors.
- 5.3.2** The contractor shall identify and deploy necessary Engineers/supervisors /workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
- 5.3.3** All the perishable material viz cements etc shall be handled and stored very carefully to prevent any damage or loss. BHEL will bear no responsibility for damage of material in construction stores at site of contractor.
- 5.3.4** All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
- 5.3.5** If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.
- 5.3.6** The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood /special transporting frames etc from the BHEL supplied materials (if any) are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor.
- 5.3.7** Cement bags shall be opened in front of BHEL.

6.0 OTHER IMPORTANT RESPONSIBILITIES OF CONTRACTOR

- 6.1** The Contractor shall make his own arrangements for accommodation with necessary facilities such as drinking water, sanitation and lighting etc. for his workmen and the staff. The contractor on his own shall arrange the electricity for labor accommodation. Also, the contractor has to make his own arrangement for transportation of his workmen and other employees. BHEL shall not provide any facility in this regard.
- 6.2** The Contractor should establish his own site office, fabrication yard, handling facility, storage facility, security arrangements, etc., for which vacant land will be allotted on specific request for which the rent will not be collected.
- 6.3** The Contractor should have their own well-established laboratory at site of work for conducting various tests as per scope of work mentioned in the Tender document.

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- 6.4 The Contractor shall arrange adequate floodlights, hand lamps and area lighting. Provision of distribution lines for lighting from the single point to the required place with proper distribution boards, observing the safety rules laid down by the electrical authorities of the state shall be done by the Contractor including all the materials like cables, fuses, switch boards etc.
- 6.5 On completion of work, all the temporary buildings, structures, etc shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the Contractor at his cost. In the event of his failure to do so, the same will be arranged to be removed and expenditure thereof will be recovered from The Contractor. The decision of BHEL engineer in this regard shall be final. However, the scope of dismantling and leveling the area is limited only to the Contractor's site office, yard and other spaces occupied by the contractor.
- 6.6 Electricity for construction: The contractor shall submit to the Engineer within 10 days from the signing of Contract Agreement his electrical power requirement. The contractor shall be provided with supply of electricity at one point in the project site on recovery basis for the purpose of contract execution. The rate of recovery will be based on the electricity charges levied by Punjab state power corporation Ltd and number of units of power consumed by Contractor as measured by electricity meter installed for contractor. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer inspection and approval before connection to supply. The arrangement of the Luminary shall be the responsibility of the contractor. The proper illumination at work site is the responsibility of Contractor.
- 6.7 Water for construction: Supply of water for the construction purposes will be made available by BHEL at an agreed single point at the site. Any further distribution will be responsibility of the contractor. The contractor will make their own arrangement for storage of water of adequate capacity for curing of concrete /Masonry structures, construction & general curing. The contractor shall comply with all measures as suggested by Engineer-in-charge to avoid wastage of water. A suitable recovery of 0.861 % (zero point eight six one percent) shall be done from contractors bill on gross value of work done.
- 6.8 The Maintenance period for the work executed shall be for a period of 6 months from the date of completion of total work and handing over to BHEL envisaged under the scope
- 6.9 In case of any deficiencies in the Construction/ workmanship, which is detected before the expiry of the Maintenance period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost. The contractor shall do the repairs of the defective work within a reasonable time to be decided mutually with the BHEL. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 15 days' notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL may have against the contractor in respect of such defects.

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6.10	The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under these clauses.
6.11	For Faithful performance during Maintenance period security money as mentioned under Security Deposit & return of Security Deposit Clauses under General Conditions of Contract (GCC) shall be retain up to the expiry of Maintenance period
7.0	PAYMENT TERMS
7.1	Payment to the contractor will be done by Electronic fund transfer Mode. Contractor will have to furnish necessary details before receive the payment by this mode. Necessary deductions shall be done like TDS etc at the standard rates applicable as per statutory Laws.
7.2	The contractor shall submit Monthly RA bills with all the details required by BHEL covering progress of work in all respects and areas for the previous calendar month.
7.3	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract and Technical conditions of contract and CPWD technical specifications of work.
7.4	Any interim Payment made relating to work done or materials delivered vide running account bill may be modified or corrected by any subsequent interim payment or by the final payment. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract.
7.5	Release of payment in each running bill will be restricted to the value of work completed. No advance payment shall be done.
7.6	Security deposit up to the 10% of value of RA bill will be deducted by BHEL as per the relevant clauses of General conditions of contract.
7.7	Deductions towards TDS, Work Contract Tax and recovery any other statutory levies as applicable shall be done from the contractor's bills against the work completed. Other deductions/recoveries towards water charges, electricity charges, empty cement bags, non-returned material, excess generation of scrap, and recoveries towards non deployment of technical staff as per conditions of contract, LD etc if applicable will also be done from contractor's bills.
7.8	The Rates mentioned in Schedule A "BOQ and Price Schedule" are Exclusive of GST.
7.9	The GST (or any other applicable tax/cess) will be reimbursed to contractor on production of valid document / proof for having paid such taxes/cess by them to concerned authorities.
7.10	The payment for running bills will normally be released within a reasonable time (within 30) days of Submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labor wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
7.11	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor has to furnish details pertaining to his Bank Accounts

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where proceeds will be transferred through BHEL's banker, as per prescribed formats.

8.0 PERFORMANCE MONITORING

- 8.1 The construction project shall be monitored to control the time overrun, quality of workmanship and material. BHEL administrative and technical staff may ask the contractor to submit the detail program for completions of construction activities, technical specifications and quality tests/certificates of the material brought by contractor to the site of work. Contractor will have to submit the necessary documents in support of information required by BHEL.
- 8.2 Upon award, the contractor shall submit to BHEL within 07 days of issue of LOI, an work completion Schedule showing the sequence of activities with duration covering complete activities under the scope. Such schedule should be prepared considering parallel working in different area of work. Working in series shall not be permitted in any cases. The approved schedule shall be strictly adhered to for completing the project in time. The contractor may also be required to work in minimum two shifts for meeting the project schedule.
- 8.3 If any material brought by the contractor to site of work for use is rejected by BHEL at any stage of work due to its poor standards/characteristics or due to its deviated specifications (different from those mentioned in BOQ), then contractor will be responsible for re delivery of the material at site of work and time/Cost overrun will be attributable to contractor only.
- 8.4 Contractor, during the construction work will submit to BHEL Goindwal following reports Daily progress report/Monthly Progress report: Construction progress (physical & financial value)
- 8.5 The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agency approved by the Engineer-in-Charge to act in his stead. If in the opinion of the Engineer-in-Charge to act in his stead, 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 execution 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.
- 8.6 BHEL shall be entitled to terminate the contract/pending Work Orders at any stage and to get the work done elsewhere at the risk and cost of the Contractor, either the whole of the

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work or any part thereof which the Contractor has failed to complete or deliver within the time stipulated as aforesaid. Contractor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.

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

9.0 OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT

9.1 BHEL, IVP is certified for ISO 9001 and have HSE certification (ISO 14001 & ISO 45001) and therefore Contractor shall organize/ plan/ perform all their activities to meet with the applicable requirements of these standards.

HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-

9.1.1 Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&P Details, Work Procedure, PPE requirements etc. Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job.

9.1.2 The contractor shall ensure that proper job specific health check-up is done by Medical professional for their employees during initial mobilization and thereafter if there is any change of job.

9.1.3 Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :-
 - HELMET
 - SAFETY GOGGLES & WELDING FACE SHIELDS as and when required
 - SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT

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- SAFETY SHOES
- SAFETY GLOVES as and when required.
- ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK
- 9.1.4** Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
- 9.1.5** Arranging ambulance in case of any emergency situation.
- 9.1.6** Identification of nearest hospital and health check-up of workmen/employees
- 9.1.7** Providing filtered drinking water at work place in cool container.
- 9.1.8** Providing appropriate firefighting equipment at designated work place and Nominate a fire officer/warden adequately trained for his job.
- 9.1.10** Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
- 9.1.11** Fulfilling safety requirements at all power tapping points.
- 9.1.12** Red & White caution tape of proper width (1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
- 9.1.13** Providing contractors company logo on cloths /uniform/ or proper identity cards with photographs, for correct identification of people working at project site.
- 9.1.14** No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
- 9.1.15** Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
- 9.1.16** All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used.
- 9.1.17** All T&Ps/ IMTEs should be of reputed brand/appropriate quality & must have valid test/ calibration certificates bearing endorsement from competent authority of BHEL.
- 9.1.18** Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move

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weights beyond prescribed limits) for male and female workers are complied with.

- 9.1.19 Safety slogan, Safety/ Caution boards, wherever required to be displayed in consultation with BHEL.
- 9.1.20 Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.
- 9.1.21 It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, keeping good relation with local populace etc.
- 9.1.22 The contractor shall carry out periodic air and water quality check and Illumination level checking in his area of work place and take suitable control measure.
- 9.1.23 The Contractor is required to provide proper safety net systems wherever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.

9.2 SAFETY AND CLEANLINESS :

- 9.2.1 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorized officials (HOD Civil) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a "Safety Plan" to the above authorized BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.
- 9.2.2 If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

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- 9.2.3 During the course of construction, alteration or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
- 9.2.4 Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.
- 9.2.5 Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment will be removed from service.
- 9.2.6 Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the Original work area so as not to present a hazard to employees.
- 9.2.7 Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
- 9.2.8 Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining the same.
- 9.2.9 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.
- 9.2.10 When cylinders are transported by powered vehicle they shall be secured in vertical position.
- 9.2.11 All workmen of the contractor working on construction area shall wear safety shoes, hand

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gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of personnel protective equipment as found necessary and as directed by BHEL.

- 9.2.12** In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
- 9.2.13** The contractor shall arrange at his cost adequate lighting facilities e.g. Flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre- assembly area.
- 9.2.14** The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
- 9.2.15** The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
- 9.2.16** Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
- 9.2.17** It will be the responsibility of the contractor to ensure safe lifting of the equipment/ material , taking due precaution to avoid any accident and damage to other equipment / material and personnel. All requisite tests and inspection of handling material/ equipment, tools & tackle shall be periodically done by the contractor. Defective material/ equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load
- 9.2.18** The contractor shall provide necessary first aid facilities for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The

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first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first – aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.

- 9.2.19** All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
- 9.2.20** Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the "codes for fire safety at construction site" issued by safety coordinator of BHEL shall be followed. Non- compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others.
- 9.2.21** The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, panting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
- 9.2.22** All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.
- 9.2.23** In case of any delay in 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.
- 9.2.24** 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 and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.

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9.2.25 If the contractor succeeds in carrying out its job in time without any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the contractor suitably for the performance.

9.2.26 The contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the contractor. All electrical appliances used in the work shall be in good working condition and shall be properly earthed. No maintenance work shall be carried out on live equipment. The contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations.

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

9.2.28 The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer.

9.2.29 Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ horizontal and 1 vertical.

9.2.30 When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)

9.2.31 Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from saver, from swaying, from the building or structure.

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- 9.2.32 Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.2 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
- 9.2.33 Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
- 9.2.34 Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- 9.2.35 Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least $\frac{1}{4}$ " for each additional foot of length.
- 9.2.36 A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
- 9.2.37 Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- 9.2.38 All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- 9.2.39 The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contactor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contactor hereby

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agrees to indemnify BHEL against the same.

- 9.2.40** Before any demolition work is commenced and also during the process of the work the following shall be ensured:
- 9.2.41** All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 9.2.42** No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
- 9.2.43** All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
- 9.2.44** All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
- 9.2.45** Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
- 9.2.46** Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- 9.2.47** Those engaged in welding works shall be provided with welder's protective eyesight lids.
- 9.2.48** Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
- 9.2.49** Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- 9.2.50** The Contractor shall not employ manpower below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
- 9.2.51** No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

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- 9.2.52 Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 9.2.53 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 9.2.54 When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 9.2.55 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
- 9.2.56 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
- 9.2.57 In case of departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machine the Contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it to site of work and get it verified by the Engineer-in-Charge.
- 9.2.58 The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.
- 9.2.59 All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.

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9.2.60 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

9.2.61 To ensure effective enforcement of the rules and regulations relating to safety Precautions the arrangement made by the contractor shall be open to inspection by the engineer or the Engineer's Representative.

9.2.62 Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.

10 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.

10.1 Relevant clauses of General Conditions of Contract (GCC) shall be applicable too.

10.2 The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.

10.3 The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.

- a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Punjab State Rules.
- b) The Minimum Wages Act 1948 and the related Punjab State Rules.
- c) The Payment of Wages Act 1936 and the related Punjab State Rules.
- d) The Factories Act 1948 and the related Punjab State Rules.
- e) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
- f) The Employees State Insurance Act 1948.
- g) The Workmen Compensation Act 1923.
- h) The Industrial Disputes Act 1947.
- i) The Payment of Bonus Act 1965.
- j) BOCW Act. 1996 and rules of 1998, etc.
- k) any other law or modifications to the above or to the Rules made there under from time to time.

10.4 Every Contractor shall give following information to BHEL HR section:

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- a) The Name of the Contractor
- b) Nature of Contract Work
- c) Period of work
- d) Number of maximum labour employed by him on any one day
- e) License No. & Date (Applicable in case of contractor employing 20 or more workers)
- f) PF, ESI, etc., and enrolment No.

10.5 Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.

10.6 The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the licence number to the BHEL Management before taking up the work.

10.7 The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as Principal Employer and shall render all necessary assistance for the same.

10.8 The Contractor has to ensure payment of Minimum Wages as per Punjab State Minimum Wages including its periodical revision as applicable under law from time to time. The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

10.9 The laborers engaged in this contract shall be paid minimum wages and all other payment as notified by the government. Also the labourers shall be paid a minimum bonus as per the payment of Bonus Act 1965 for the total wages paid (i.e) Payment of minimum wages and additional payment as applicable.

10.10 The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.

10.11 The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 7th day of the following month

10.12 All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before, the expiry of the wage period final payment shall be made within 48 hours of the last working day.

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10.13 Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

10.14 Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.

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

- a) Serial Number
- b) Location
- c) Period of work
- d) No. of contract labour engaged during the month
- e) No. of days worked
- f) No. of men worked
- g) Wages paid to workers

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

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

- a) Register of persons employed by the Contractor
- b) Employment Card
- c) Service Certificate
- d) Muster Roll, Wage Register, Deduction Register, Wage slip, Overtime Register, Register of Fines, Register of Advances etc.,

10.21 The Contractor shall display the abstract of the Contract Labour (Regulation&Abolition) Act and the Rules thereunder both in English and Punjabi/Hindi

10.22 Half yearly Return shall be sent by the Contractor in duplicate to the Licensing Officer

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

10.24 The Contractor shall without fail give upto date information in writing of the attendance of the workers employed by him.

10.25 The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty

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

10.27 The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1st May, 15th August and 2nd October.
 The Contractor shall ensure that his workmen vacate the premises after the shift is over.
 The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days or more in the Factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 / 3 of the total number of days in the reminder of the calendar year. This leave will be admissible only during the subsequent calendar year.

10.28 No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.
 The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen are booked for work on Sunday.
 The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.
 The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

10.29 No woman worker shall be required or allowed to work in the Factory except between the

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hours of 6.00 A.M. and 7.00 P.M.

The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Punjab State Governments' Contract Labour Rules, if any.

10.30 Not-withstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.

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

(This should be read in conjunction with the provisions of ESI Act)

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

10.32 The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employees' contribution pursuance of the above scheme as fixed from time to time.

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

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

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

10.34 The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him

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or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.

10.35 Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claim, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from security deposit, the contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.

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

10.37 Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.

10.38 Non-exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

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

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

10.39 BHEL may insist for witnessing the regular payment to the labor. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL.

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

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11.0 INTEGRITY PACT

11.1 Not applicable.

12.0 SUSPENSION OF BUSINESS DEALINGS

12.1 BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as per the BHEL procedures.

12.2 Suspension could be in the form of “Hold”, DE-Listing” or Banning a contractor.

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TECHNICAL CONDITIONS OF CONTRACT

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CHAPTER -1

PROJECT SITE SYNOPSIS

Name of the Owner	BHARAT HEAVY ELECTRICALS LTD
Address of the tender inviting division of owner	INDUSTRIAL VALVES PLANT 433- Industrial Complex, Goindwal Sahib, Distt. Tarn –Taran, Punjab, Pin -143422
Name of work	Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib
Address of site of work	Phase 1 –Residential Complex, Goindwal Sahib, Distt. Tarn Taran, Punjab
Nearest railway station (Major Connectivity)	Amritsar /Jalandhar (both station are approximately 50 Km Away from Goindwal.
Nearest bus stands (Major Connectivity)	Amritsar /Jalandhar (both station are approximately 50 Km Away from Goindwal.
Nearest Distt. Level city	Tarn-Taran (approximately 24 Km away from Goindwal)
Other nearer Distt. Level city	Kapurthala (approximately 30 Km away from Goindwal)
Nearest airport	Amritsar (Raja Sansi)
Town/city/village where site is located	Village: Goindwal Sahib, Tehsil: Khadoor Sahib, Distt. Tarn –Taran
Population	7772 (census 2010)
Highest temp. during summer	47/48° C
Lowest temp. during winter	1-2 ° C
Type of Soil	Alluvial/Sandy Loam
Basic Wind Speed	47 M/s
Earthquake Zone	Zone IV

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Name of the Work: Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib

2.0 General Scope of Work

- 2.1 The scope of work covers all the works for “Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib”.
- 2.2 The scope of work includes Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib which includes Dismantling of existing Asbestos roofing works, providing and laying of Brick work on the existing shed and providing and fixing of precoated galvanized iron roofing sheets as per BOQ described in Schedule A..
- 2.3 The work shall be carried out as per Specifications of BOQ, drawings released from time to time, and Civil Department Work & Safety procedure, specifications of standard code of practice and as per the instructions of Engineer-in-charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual Volume I & II edition 2009 and latest specifications of “Ministry of Road Transportation and Highways” and Indian Standards.
- 2.4 These specifications are available on websites and they may be had from Engineer- in charge. The work completed by contractor is liable to be tested as per IS/MORTH specification for the Quality.
- 2.5 All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer-in-charge if required at site and in accordance with the approved method of BIS. The contractor shall afford all such facilities as the Engineer-in-charge may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer-in-charge. All the materials to be used in the work shall confirm to respective CPWD, IS, ASTM, MORTH and National Buildings Organization Standard Specifications as applicable or as described in BOQ exclusively. They shall be got approved by the Engineer – in – charge before actual incorporation in the work.

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CHAPTER -III

Scope Matrix to facilitate Construction

<u>S/N</u>	<u>CONSTRUCTION FACILITY (Brief description)</u>	<u>SCOPE/ RESPONSIBILITY</u>		<u>REMARKS</u>
		<u>BHEL</u>	<u>CONTRACTOR</u>	
<u>1.</u>	<u>ESTABLISHMENT</u>			
<u>1.1</u>	<u>FOR CONSTRUCTION PURPOSE:</u>			
A	Open space for office	Yes	-	BHEL shall provide free of charge limited open space for office and store as and where made available.
B	Open space for storage	Yes	-	
C	Construction of Contractor's office, canteen and storage building including supply of materials and other services	-	Yes	
D	Contractor's all office equipment's, office / store / canteen consumables	-	Yes	
E	Canteen facilities for the Contractor's staff, supervisors and engineers etc.	-	Yes	
F	Firefighting equipment's like buckets, extinguishers etc	-	Yes	
G	Fencing of storage area, office, canteen etc of the Contractor	-	Yes	
<u>1.2</u>	<u>FOR LIVING PURPOSES OF THE CONTRACTOR AND ITS LABOR</u>	-		
A	Open space	-	Yes	Arrangement of space/area will have to be done by contractor due to unavailability of space with BHEL
B	Living accommodation	-	Yes	
<u>2</u>	<u>POWER / WATER/ COMPRESSED AIR</u>			
<u>2.1</u>	<u>POWER (ELECTRICITY)</u>			Contractor shall have to do suitable arrangement for electricity. However BHEL may assist for connection with its own supply but it will be chargeable at the prevailing rates of electricity distribution board/company
<u>2.1.1</u>	<u>Electricity For construction purposes (to be specified whether chargeable or free)</u>	-	Yes	
A	Single point source on site	Yes	-	
B	Further distribution for the work to be done which include supply of materials and execution	-	Yes	

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Name of the Work: Miscellaneous Roofing and other Repair and Maintenance works in the factory Premises of BHEL IVP Goindwal Sahib

2.1.2	<i>Electricity for the office, stores, canteen and living accommodation and all other purpose other than construction etc by the Contractor which include:</i>	-	Yes	Contractor only shall have to do suitable arrangement for electricity
A	Distribution from single point including supply of materials and service	-	Yes	
B	Supply, installation and connection of material of energy meter including operation and maintenance	-	Yes	
C	Duties and deposits including statutory clearances for the above	-	Yes	
D	Living facilities for office use including charges	-	Yes	
E	Demobilization of the facilities after completion of works	-	Yes	
2.2	<u>WATER SUPPLY</u>			
2.2.1	<i>For construction purposes: (to be specified whether chargeable or free)</i>			
A	Making the water available at single point	Yes	-	BHEL will give single source supply of water. For construction, purpose and suitable recovery at the rate of 0.861 % of value of work done shall be done from contractor's bill against supply of water.
B	Further distribution as per the requirement of work including supply of materials and execution	-	Yes	
2.2.2	<i>Water for the office, stores, canteen and living accommodation and all other purpose other than construction etc by the Contractor which include:</i>	-	Yes	
A	Making the water available at single point	-	Yes	
B	Further distribution as per the requirement of work including supply of materials and execution	-	Yes	
2.3	<u>COMPRESSED AIR</u>	-	Yes	
2.4	<u>LIGHTING</u>			

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A	For construction work (supply of all the necessary materials) 1. At office storage area 2. At the preassembly area 3. At the construction site /area	-	Yes	
B	For construction work (execution of the lighting work/ arrangements)	-	Yes	
C	Providing the necessary consumables like bulbs, switches, etc during the course of construction	-	Yes	
D	Lighting for the living purposes of the Contractor at the colony / quarters	-	Yes	
3	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE CONTRACTOR			
A	Telephone, fax, internet, intranet, e-mail etc	-	Yes	
4	ENGINEERING WORKS FOR CONSTRUCTION:			
4.1	Providing the drawings good for construction for all the works covered under this scope (if any).	Yes	-	
4.2	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site in the reference of drawings issued by BHEL, (if any).	-	Yes	"
4.3	Mix design of concrete (if any)	-	Yes	
4.4	Testing of Concrete cubes, bricks, Stones, Tiles and all those material brought by Contractor at Site of work.	-	Yes	
4.5	Testing of cement , reinforcement Steel and all those material.	-	Yes	
5	CONSTRUCTION MATERIAL			
5.1	All material required for construction as per scope of work	-	Yes	
5.2	Construction stores for Material available at site (both material either issued by BHEL or brought by contractor)	-	Yes	Contractor store should be of such capacity that all available material may be stored safely.
6	ALL T&P , IMTE REQUIRED FOR CONSTRUCTION AS PER SCOPE OF WORK	-	Yes	Detail is given in this Contract document (technical conditions of contract)

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7	ALL SAFETY EQUIPMENT'S, APPLIANCES AND PPES FOR SAFE WORKING OF MEN AND MACHINES AT CONSTRUCTION SITE	-	Yes	Detail is given in this Contract document (special conditions of contract)
8	SUPERVISION AND MONITORING OF WORK			
8.1	Preparation of site construction schedules and other input requirements	-	Yes	
8.2	Review of performance and revision of site construction schedules in order to achieve the end dates and other commitments	Yes	Yes	
8.3	Construction schedules	-	Yes	
8.4	Daily construction / work plan	-	Yes	
8.5	Periodic visit of the senior official of the Contractor to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the Contractor should be done once in every month (or as per requirement).	-	Yes	
8.6	Monitoring the technical and financial aspect of work and review of site supervision	Yes	Yes	
9	COMPLIANCE OF STATUTORY LAWS APPLICABLE ON SITE WORK	-	Yes	
10	DEVELOPMENT OF GREEN , TREE PLANTATION TO IMPROVE THE ENVIRONMENT	Yes	Yes	Plantation of minimum of equal no of trees as required to be cut (if any) at the site of work.
11	SAFE DISPOSAL OF ALL DEBRIS, GARBAGE AND RUBBISH GENERATED AT CONSTRUCTION SITE	-	Yes	Contractor shall clear the site after completion of the work and disposal of all the garbage/ debris generated by them and shall dispose of as per the instruction of the Engineer-in- charge without any extra cost to BHEL.

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CHAPTER -IV

LIST OF TOOL & PLANTS, (T&P) ; INSPECTION, MEASURING AND TESTING EQUIPMENT'S (IMTE's) TO BE DEPLOYED BY THE CONTRACTOR

- INDICATIVE LIST OF T & P; IMTE TO BE ARRANGED BY THE CONTRACTOR FOR EXECUTING THE WORK AT SITE AT HIS OWN COST

-

Sl. No.	EQUIPMENT	QTY
1	Concrete mixers of minimum full bag capacity	as per work requirement
2	Concrete vibrators for beam, slab, column, Shutter	as per work requirement
3	JCB, Excavator, Dozer, Jack Hammers with compressor	as per work requirement
4	Trucks/lorries/Tractors/Dumpers	as per work requirement
5	Water tanker	as per work requirement
6	Dewatering pump	as per work requirement
7	Builders hoist/Tower crane/Hydra	as per work requirement
8	Steel cutter	as per work requirement
9	Concrete cubes molds	as per work requirement
10	Total station/auto level	as per work requirement
11	Measuring Tapes	As per requirement

NOTES:

- The above list specifies only major T&P /IMTEs (may not be complete to be deployed by the contractor). All additional / other tools and plants including trucks & devices, tackles, machines, measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price. Contractor has to mobilize / maintain adequate numbers of equipment's for meeting the requirement of actual planned work of Concreting / masonry / Flooring /Finishing etc.
- All the tools and plants required for this scope of work, except the Tools & Plants provided by BHEL are to be arranged by the contractor within the quoted rates. The list is

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suggestive in nature. Any additional T & P required to be arranged by the contractor.

- IF ABOVE MENTIONED T&P/IMTEs ARE NOT DEPLOYED IN SPECIFIED TIME AND IT IS FOUND THAT WORK IS BEING DELAYED DUE TO NON DEPLOYMENT OF ADEQUATE T&P, BHEL MAY DECIDE TO HIRE THE T&P FROM MARKET AND WILL CHARGE TO CONTRACTOR CURRENT MARKET RATE + OVERHEADS AS DECIDED BY BHEL , FOR NON AVAILABILITY OF T&P or levy a day wise penalty for non-deployment for delayed deployment in the interest of work progress .
- If work gets delayed due to non-availability of T&P/IMTEs , BHEL also reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GENERAL CONDITIONS OF CONTRACT.

CHAPTER –V

5.0 MATERIALS

- The contractor shall, at his own expenses (Inclusive of Taxes), provide all materials required for the work.
- All stores and materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the **BHEL** Engineer, furnish proof to the satisfaction of **BHEL** Engineer that the materials so comply.
- The Contractor shall, at his own expense and immediately, supply to the BHEL Engineer samples of materials proposed to be used in the works. The BHEL Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the BHEL Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
- The **BHEL** Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The **BHEL** Engineer shall have full powers to procure other proper material 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.
- The Contractor shall indemnify BHEL, its representatives or employees 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 be 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 BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall

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immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings / specifications issued after submission of the tender.

- The **BHEL** Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

In addition, the Contractor shall perform / submit at his own cost such tests / samples as may be required by the **BHEL** Engineer out of the materials used by the company except for the costs of materials used in such tests/ samples.

- After acceptance of the Contract, if Contractor desires BHEL to supply any other materials, such material may be supplied by BHEL, if available, at rates to be fixed by the BHEL Engineer along with prevailing departmental charges to be decided at the time of decision. BHEL reserve the right for not to issue any material. The non-issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.
- Material required for the works, whether brought by the Contractor or supplied by BHEL, shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of material shall be the responsibility of the contractor.
- BHEL'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 place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- All materials brought to the Site shall become and remain the property of BHEL and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall re-vest in and become the property of the Contractor.

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CHAPTER –VI

TIME SCHEDULE

6.1 MOBILIZATION, TIME SCHEDULE, CONTRACT PERIOD

INITIAL MOBILIZATION

After receipt of fax/email LOI, Contractor shall discuss with HOD/Civil –BHEL IVP regarding initial mobilization. Contractor shall mobilize necessary resources within 10 Days of issue of fax / email letter of intent or as per the directive of HOD/Civil-BHEL IVP. However, BHEL Engineer will certify the actual date of start of work after adequate mobilization of materials, manpower and T&Ps by the contractor.

Scheduled date of start of work will be 10th Day from the date of fax/email LOI. Contractor's resources shall be progressively augmented to match the schedule of milestones /Construction.

6.2 COMMENCEMENT OF CONTRACT PERIOD AND TENTATIVE SCHEDULE

Entire work as detailed in tender specification shall be completed within 01 months from the scheduled date of receipt of LOI. Contractor has to mobilize adequate resources to meet completion target and to avoid cost and time over run.

Detailed Work completion Schedule will be submitted for approval by the successful bidder within 07 days of the issue of LOI.

In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be accordingly granted by BHEL without any price variation.

The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

In order to meet above schedule in general, and any other intermediate targets set, to meet project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

6.3 CONTRACT PERIOD

The contract period for completion of entire work under scope from the “START OF CONTRACT PERIOD” as specified earlier shall be as follows:

1) COMPLETE CONSTRUCTION WORKS	01 MONTHS
--------------------------------	-----------

6.4 CONSEQUENCE OF DELAY

It may be noted that in the event delay in completion is attributable to the contractor BHEL may impose LD to the contractor as per General Conditions of Contract.

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CHAPTER –VII

OTHER TECHNICAL CONDITIONS OF CONTRACT

- 1.0 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the BHEL Engineer shall be final & binding.
- 2.0 The B H E L Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

3.0 SETTING OUT

All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and bench mark shall be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform BHEL well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by BHEL to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by BHEL at contractor's expenses.

The contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may be deemed necessary placed by BHEL at contractor's expenses.

4.0 SITE DRAINAGE

All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc. All such expenditure on de-watering shall be deemed to be included in quoted rates.

5.0 INSPECTION AND STAGE APPROVAL OF THE WORK

The owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and

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BHEL and in the form of joint protocols without any extra claims and loss of time and amount.

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

6.0 UNCOVERING AND MAKING GOOD

The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.

If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the scope.

7.0 NUISANCE

The Contractor shall not at any time do, cause or permit any nuisance on 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.

8.0 MATERIAL OBTAINED FROM EXCAVATION

Materials of any kind obtained from excavation on the Site shall remain the property of BHEL and shall be disposed of as the Engineer may direct, at no extra cost.

9.0 TREASURE, TROVE, FOSSILS etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of BHEL and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

10.0 PROTECTION OF WORKS

Trees designated by the Engineer shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

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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 for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

11.0 PROTECTION OF EMBEDMENT'S ETC.

The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedment etc. From weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

12.0 CLEARANCE OF SITE AND REPAIRS.

Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs. Notice. In case, he fails to clear the site, this will be done at his risk & cost by BHEL.

13.0 QUALITY ASSURANCE

The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of material used etc. All testing shall be done as per IS code specifications/ BHEL's quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.

14.0 COMPLETION OF WORK

The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.

BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.

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The Engineer shall certify to the contractor the date on which the work is completed and the date thereof defect liability Period (Maintenance Period begin).

15.0 Method of measurements

If not exclusively specified in the tender, shall be as per relevant IS Codes / CPWD Specifications.

16.0 DISCREPANCIES AND ADJUSTMENT OF 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 drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.

In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed.

- (a) Description in schedule of quantities.
- (b) Technical conditions of Contract
- (c) Drawings

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer- in - charge shall be the deciding authority with regard to the document.

Any error in description, quantity in schedule of quantities or any omission therefrom 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 the drawings and specifications or from any of his obligations under the contract.

17.0 SITE DOCUMENTS

The following site documents shall mainly be maintained by the contractor at site:

- Copy of contract documents and drawings.
- Computerized bill format.
- Site Order Book.
- Material testing registers/ Quality Inspection Reports.
- Measurement books on computerized format.
- Progress bar chart.
- Sample approval register.
- Visitors register.
- Any other detail and specific requirement as deemed necessary.
- Hindrance Register
- Work Diary,
- Stage passing Register
- Registers as mentioned in special conditions of contract towards availability of labor and staff

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CHAPTER –VIII

TECHNICAL REFERENCES

Due to the bulk content of technical specifications of work, which are adopted from CPWD specifications for civil and electrical works in Volume 1, Volume 2, are not being rewritten in this tender document. However, it is required from all Engineers and Contractors that Reference of these CPWD specifications and Governing IS codes, National Buildings codes and technical drawings issued by BHEL is to be taken as and when required during the construction. **The CPWD specifications are available on CPWD website and may also be had from Engineer in charge.** Contractor shall abide for same. Price schedule is based on DSR 2021 therefore contractor should refer these specifications carefully and is supposed to have a knowledge of these specifications before quoting the rates.

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CHAPTER -IX

TECHNICAL DRAWINGS

-----NIL-----

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SCHEDULE 'A'

BOQ and Price Schedule

Sl No	Description of Work	DSR - 21 Item No	Unit	Quantity	Estimated Item rate (Rs)	Amount (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of: Asbestos Cement sheet	15.28.2	sqm	67.50	55.35	3736.13
2	Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in: Channels, angles, tees and flats	15.17.2	KG	132.72	1.64	217.66
3	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:6 (1 cement : 6 coarse sand)	6.4.2	Cum	2.10	7195.37	15110.28
4	Structural steel work in single section using the dismantled steel work, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	NS	KG	132.72	20.41	2708.82
5	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade,5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling/self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	12.50	sqm	67.50	582.98	39351.15

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6	Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS: 4454 - part 1 and M.S. top cover of required thickness for rolling shutters. 80x1.25 mm M.S. laths with 1.25 mm thick top cover.	10.6.1	sqm	23.76	2612.04	62062.07
7	Total					123186.11

The Estimated rates in Schedule A is excluding of GST.

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SCHEDULE 'B'

The following materials will be issued FREE of cost to CONTRACTOR FOR EXECUTION OF WORK at BHEL STORE

Sl.No.	DESCRIPTION	PLACE OF ISSUE
.....	NIL

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SCHEDULE 'C'

**ISSUE OF TOOLS AND PLANTS TO BE ISSUED BY BHEL TO
CONTRACTOR FOR EXECUTION OF CONTRACT WORK**

Sl.No.	Qty.	Particulars	Details of BHEL Crew Supplied	Hire Charges Per unit Per Day	Place of Issue	Remarks
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.....NIL.....

a. Machineries shall not be operated over time without the written permission of the Sr. Engineer / Dy. Manager / Manager.

b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the architect / consultant at his own expense.

CONTRACTOR

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SCHEDULE 'D'

NOTE: Following Drawings shall be issued by BHEL to Contractor during the execution of work and good for constructions.

SL.No.	DESCRIPTION
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	NIL
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SCHEDULE 'E'

LEAD STATEMENT

-----NA-----

CONTRACTOR

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