

TENDER

(TENDER NOTIFICATION No.-**FCX/22231035**)

**Repair and maintenance of Railway track for smooth movement
of rolling stock in BHEL Bhopal.**



TECHNICAL BID & PRICE BID

THIS PART IS TO BE FILLED IN WHEREVER NECESSARY,

SIGNED WITH DATE AND WITH COMPANY SEAL

FACTORY CIVIL CONSTRUCTION & MAINTENANCE
DIVISION

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BHOPAL – 462022 (M.P.)

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NOTICE INVITING TENDER

TENDER NOTIFICATION NO. - **FCX/22231035**DATED – **08.09.2022**

Sealed tenders are invited by BHEL Bhopal in two-part bid system (Techno-commercial bid & price bid) from the bidders fulfilling qualifying criteria mentioned in tender documents for the below mentioned work.

1. Name & details of the work:

Name of work	Schedule 'A' Approx. Cost (In Rs.)	Earnest Money in Rs.	Completion Period	Tender Cost (in Rs.)	Remark
Repair and maintenance of Railway track for smooth movement of rolling stock in BHEL Bhopal.	Total price of the package combining Annexure-I & Annexure-II to be quoted by the bidders.	14450/- or one time EMD*	12 Months (including rainy season)	300/- + GST extra @12% (300/- + 36/- =336/-)	

Note: -

- (i) **One-time Earnest Money Deposit (EMD) of Rupees Five Lakh (Rs. 5,00,000/-) should have been deposited with BHEL by the bidders.**
 - (ii) **The procedure of depositing EMD/Tender cost is mentioned in clause 24 & 25 of 'Instruction to Tenderers' section.**
 - (iii) **The tenderer/bidder must submit the proof of EMD and tender cost deposit along with technical bid. The bid(s) received without EMD and Tender cost in full will not be considered i.e. the bid(s) will be rejected.**
 - (iv) **Benefit under Public Procurement Policy for MSEs, order 2012 in regard of EMD and Tender cost is not applicable in this tender.**
2. Last Date & time for submission of tender: **30.09.2022 Up to 11.00 AM**
 3. Date & time of opening of tender : **30.09.2022** at 2.00 PM onwards.
 4. For two part bids (one techno- commercial bid and the other price bid), the tenderer has to put techno-commercial bid in one envelope properly sealed and tenderer should super scribe over the envelope as Techno-commercial bid. The tenderer has to put price bid in another envelope properly sealed and tenderer should super scribe over the envelope as Price bid. These two envelopes should be put in a third bigger envelope properly sealed.
 5. The tender shall be submitted on or before the time & date specified above. Tender received after specified time will be treated as LATE TENDER. Such late tender will not be considered under any circumstances.
 6. Quoted rates must be inclusive of all taxes, duties, royalties etc. except GST, which is to be specified with GST registration number.
 7. If tender is delivered in person should be dropped into **Tender box for works contract kept in the Tender Room, Ground Floor, Administrative Building, BHEL, Piplani, Bhopal-462022** and if it is sent through post/ courier it should be addressed to:

**Manager - (FCX)
Block II Annexe, Eastern Wing, First Floor
BHEL, Piplani, Bhopal-462022**

8. Visit our web site www.bhel.com for detailed information. All corrections/corrigendum will be given in our website www.bhel.com ONLY and shall not be published in press. Therefore, all the tenderers/ bidders are requested to be in touch with our website www.bhel.com till the last date and time of submission of tender.
9. For any tender related information please contact Phone no. **0755-2505966** and **0755-2505840** Email: clmalav@bhel.in and sagrahari@bhel.in.

10. Pre-Qualifying criteria:

- (a) The bidder should have the experience of having successfully completed similar works as defined below during the last seven years ending on last day of the month previous to one in which applications are invited, should be either of following:

one work not less than Rs. 5.78 lakhs

or

two works of not less than Rs. 3.61 lakhs each

or

three works of not less than Rs. 2.89 lakhs each

Definition of Similar work: - Laying and /or repair and maintenance of railway track and /or deployment of manpower for maintenance work of any nature.

(Note: For verification by the department, work order copy and work completion certificate mentioning successful completion by the client shall be submitted by the vendor. If the work is done for a private customer, Proof of payment received through bank/TDS certificate if applicable in addition to above work completion certificate & work order copy shall be submitted by the vendor.)

- (b) Average Annual Financial turnover of the firm for last 3 Financial years up to 31st March 2021 should be at least Rs. 2.17 lakhs. Bidders to submit relevant documents like:

i) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

ii) In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.

(Note: The tenderer shall submit documents such as copy of work order, work completion certificate, schedule of work etc. in support of his experience. If work is done for a private customer, Payment details / bank statements / TDS details etc. is to be submitted by the tenderer along with techno-commercial bid in addition to the afore-mentioned documents.)

Note: The tenderer/bidder must submit the supporting documents for Pre-qualifying criteria mentioned in above clause no 10 (a) & (b) failing which bid shall be rejected.

For and on behalf of
BHEL, BHOPAL

Manager (FCX/PLG)

ENCLOSURES

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED SEPARATELY AND SUBMITTED ALONG WITH THE TECHNICAL BID

1. PROOF OF EMD DEPOSIT OF **Rs. 14,450/-** IN PRESCRIBED FORM (BEFORE TENDER OPENING)
2. PROOF OF TENDER FEE DEPOSIT OF **Rs. 300** + GST extra @12% IN PRESCRIBED FORM (BEFORE TENDER OPENING)
3. ATTESTED COPY OF POWER OF ATTORNEY (IF APPLICABLE)
4. GST REGISTRATION CERTIFICATE
5. PF REGISTRATION NUMBER
6. ESI REGISTRATION NUMBER
7. PAN CARD
8. SUPPORTING DOCUMENTS FOR PRE-QUALIFYING CRITERIA OF NIT

TECHNICAL BID

TENDER NOTIFICATION No. FCX/22231035

FOR

**Repair and maintenance of Railway track for smooth movement
of rolling stock in BHEL Bhopal.**

SECTION – I

INSTRUCTIONS TO TENDERERS



**FACTORY CIVIL CONSTRUCTION &
MAINTENANCE DIVISION**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BHOPAL – 462 022 (M.P)

INSTRUCTIONS TO TENDERERS

Name of Work: -Repair and maintenance of Railway track for smooth movement of rolling stock in BHEL Bhopal.

1.0 The bid is invited in double bid system viz. Techno-commercial bid & Price Bid.

1.1 Part-I (Techno-commercial) Bid: Techno-commercial bid should contain documents as listed below:

- 1.1.1 Covering letter as per Annexure "A"
- 1.1.2 Check List as per Annexure "B"
- 1.1.3 Tender Fee in the prescribed form as mentioned in NIT
- 1.1.4 EMD in the prescribed form as mentioned in NIT
- 1.1.5 No deviation certificate- Technical-as per ANNEXURE-D
- 1.1.6 No deviation certificate- Commercial-as per ANNEXURE-E
- 1.1.7 Certificate conforming knowledge about site conditions – as per ANNEXURE - F
- 1.1.8 This bid document, each page signed and stamped with all tables/ Declaration/ forms/ information sheets (Annexure A to Annexure F) duly filled in legible writing
- 1.1.9 PAN card in which PAN is readable.
- 1.1.10 GSTIN Registration (If applicable).
- 1.1.11 Provident Fund Number issued by RPF.
- 1.1.12 ESI Registration Number.

Note:

- (i) Any deviation written else were in the offer other than that in the document specified at Sl. No. 1.1.5 & 1.1.6 shall be treated as unread and shall not be considered for any purpose.
- (ii) All the data required to be enclosed with the tender as per the requirements of this section need to be furnished neatly typed, signed and stamped in the given formats only & wherever necessary documentary proof also needs to be enclosed. In the absence of the above information the tender may be considered as incomplete and may lead to rejection.
- (iii) Possession of PF & ESI nos. is a statutory requirement. It is, therefore, desirable that the tenderer submits them along with his techno-commercial bid. A tenderer may, however, be considered for qualification techno-commercially even if he is, already, not in possession of the same or if he does not submit them along with his techno-commercial bid.
Such a tenderer, on becoming successful and upon award of work, shall, however, be required to mandatorily submit PF & ESI registration numbers within 15 days or some other period as specified by the department (as the case may be) after the date of issuance of Letter of Intent (LOI) but before deployment of labour to commence the work failing which penal action as deemed fit shall be taken by the department against the tenderer.
Such a tenderer shall, in this regard, give an undertaking in writing along with his techno-commercial bid that he would submit PF & ESI registration numbers subsequent to award of work through LOI as desired by the department.

1.2 Part –II (Price/Commercial) Bid: Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.

1.3 For two part bids (one techno- commercial bid and the other price bid), the tenderer has to put techno-commercial bid in one envelope properly sealed and tenderer should super scribe over the envelope as Techno-commercial bid. The tenderer has to put price bid in another envelope properly sealed and tenderer should super scribe over the envelope as Price bid. These two envelopes should be put in a third bigger envelope properly sealed with NIT Number and bidder's name & address clearly marked on it.

1.4 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification along with Un-priced price schedule must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. Bids submitted by the tenderer with incomplete documents may not be considered and further correspondence may not be done with the tenderer in this regard because time is the essence of the contract.

1.5 All entries in the tender shall either be typed or be written in ink. Bid should be free from correction, overwriting, using corrective fluid, etc. Any inter lineation, cutting, erasure or overwriting shall be valid only if they are attested under full Signature(s) of persons(s) signing the bid etc. else bid shall be liable for rejection. Total number of such noticed alterations / or the absence of any alteration / should be explicitly marked on the first page of the bid and announced in public bid opening. In absence of any alteration / overwriting / whitener / blanks, the remark "no correction noted" should be written.

2.0 The tender shall be submitted on or before the time & date specified in NIT if tender is delivered in person should be dropped into tender box for works contract kept in the **Tender Room, Ground Floor, Administrative Building, BHEL, Piplani, Bhopal-462022** and if it is sent through post/ courier it should be addressed to:

**Manager - (FCX)
Block II Annexe Eastern Wing, First Floor
BHEL, Piplani, Bhopal-462022**

3.0 Tenders can be submitted personally or by courier/post. Tenders submitted by post shall be sent preferably as "REGISTERED POST ACKNOWLEDGEMENT DUE / SPEED POST" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex / fax will not be considered.

- 4.0** Tenders shall be opened by authorized officer of BHEL in Tender Room, Ground Floor, Administrative Building, BHEL, Piplani Bhopal at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorized representatives who may like to be present. Tenderers have to bring authority letter from their respective firms/organizations to witness the proceedings of tender opening. On the tender opening date, only Techno-commercial bid will be opened. Tender offer envelope received in open/worn out condition will not be accepted.
- 5.0** The party must have phone & mobile facility for effective communication during the entire contract period. The numbers are to be submitted along with bid.
- 6.0** The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. The offers should be submitted strictly in accordance with the tender specifications. Should the tenderer require any clarification on the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender at least 7 days prior to the date of opening of tender.
- 7.0** If there are varying or conflicting provisions made in any of the documents forming part of the tender, the accepting authority shall be deciding authority with regard to the intention of the document.
- 8.0** Before submission of the bid, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. and furnish the certificate as per enclosed Annexure "F". No claim will be entertained later on grounds of lack of knowledge.
- 9.0** The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the rates given by the tenderer in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
 - (a) In the event of a discrepancy between rates quoted in words and figures by tenderer, the rate quoted in words shall be taken as correct.
 - (b) In the event of an error occurring in the amount column of Schedule of Quantities because of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 10.0** In case of repetition of some items in different sections, the lowest rate quoted by the Contractor for such item of work in any section / sub-head of schedule of quantities shall be considered as the quoted rate for the item in all the different section/sub-head for payment.
- 11.0** The offer shall be kept open for acceptance for a period of 06 (six) months from the date of opening of techno-commercial offer. In case Bharat Heavy Electrical Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderer. All expenses for attending such negotiations are to be borne by the tenderer.
- 12.0** The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders without assigning any reason thereof and in such case no bidder shall have any claim arising out of such action by BHEL. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
- 13.0** The Tenderers are required to quote for the complete scope of work with the lowest possible rate. The Tenderers quoting for part of the work or incomplete in any respect are liable to be rejected.
- 14.0** Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 15.0** If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 16.0** BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 17.0** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 18.0** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.
- 19.0** Should a tenderer or, in the case of a firm or Company, its Partner(s) / major shareholder(s) / Director(s) have relation(s) employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer. Otherwise, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 20.0** The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 21.0** Delay in execution of work may attract penalty as per relevant clause of special terms & conditions.

- 22.0** The contractor and his labourers shall follow all safety rules while on work so as to prevent occurrence of any accident, as it may cause loss of life or damage to BHEL property. For this purpose, the contractor shall give sufficient training and instructions to his workmen so as to ensure proper use of safety equipments/PPEs (Personal Protective Equipments) by them. The contractor shall deploy trained/experienced workmen only.
- 23.0** It will be sole responsibility of the contractor to submit final bill in time, not exceeding three months from the date of completion of work. The bills submitted after three months of completion of work shall be treated as late bills. BHEL shall not be liable for any delay in payment to the contractor in the event of late bills. However, BHEL reserves the right to pay the wages and other statutory compliances to the deployed workmen in case of late bills and deduct the same from the bills of the contractor with interest and overheads as per norms.
- 24.0** EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below:
<https://www.bhelbpl.co.in/qcins/iccs.htm>
- 25.0** The procedure of depositing EMD/SD/Tender Fee is reiterated below:
- For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link)
 - After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both are applicable
 - After the successful payment DU No shall be generated from the banking system
 - After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
 - As and when credit received in BHEL account, automatic mail sent to the depositor.
 [For first time user "Help Documents" is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to type of deposit, demo with the template is also on respective page mentioned on page no 2 of the help documents.]
- 26.0** Bidder shall provide an undertaking mentioning:
 "Services offered by me meets the local content requirement for "Class-I local supplier" with Local content equal to or more than 50%."

ANNEXURE "A"

OFFER OF THE CONTRACTOR

Offer No.

MANAGER (FCX)
Block II Annexe Eastern Wing, First Floor
BHEL, Piplani, Bhopal-462022

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. **TENDER NOTIFICATION NO. FCX/22231035** issued by Bharat Heavy Electrical Limited BHOPAL in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. NIT
2. Instructions to Tenderers
3. General Terms and Conditions
4. Special Conditions
5. Technical Specifications
6. Price Schedule

I/We have deposited / forwarded here with the Tender Fee and Earnest Money deposit. Details of Tender Fee and EMD payment are furnished in the check list.

EMD shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the tender specification with in the stipulated time as may be indicated by BHEL BHOPAL.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

PLACE:

DATE:

Signature of Contractor & Seal

ANNEXURE – “B”

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

Bidder shall fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder	
2.	Phone No. (Land Line)	
	Mobile No.	
3.	Fax / Email Address	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	* Tender Fee submitted (Electronic mode only) Please give details.	
6.	* EMD submitted (Electronic mode only). Pl. give details.	
7.	Validity of offer / rates quoted for 180 days from the date of opening of techno-commercial bid.	Yes / No
8.	PAN No. as per clause no. 1.6.1 (Photocopy enclosed)	Yes / No (PAN NO. _____)
9.	P.F. Code No as per clause 1.6.6, (photocopy enclosed.)	Yes / No (PF NO. _____)
10.	ESI No. as per clause 1.6.6 (photocopy enclosed)	Yes / No (ESI NO. _____)
11.	GSTIN Registration No. as per clause 1.6.2 (photocopy enclosed)	Yes / No (GSTIN _____)
12.	Attested copy of power of attorney as per clause 1.6.3	Yes / No
13.	Declaration sheet as per clause 1.6.4 (in the format Annexure – “C”)	Yes / No
14.	Whether signed copy of tender document submitted as per clause 1.4	Yes/No
15.	No Deviation Filled (Technical) as per Annexure “D”	Yes / No
16.	No Deviation Filled (Commercial) as per Annexure “E”	Yes / No
17.	Certificate conforming knowledge about site condition as per Annexure “F”	Yes / No

*Tender fee and EMD has to be submitted through electronic mode only by the tenderer.

ANNEXURE – “C”

DECLARATION SHEET

I/We, (NAME OF THE FIRM) hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification **FCX/22231035** are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification. I/We, further certify that I / we am / are the duly authorized representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed. I/We, hereby declare that I / we shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I/We had/have read Annexure – “ B “ & “ C “as per above.

Signature of Contractor & Seal

ANNEXURE – “D”

CERTIFICATE OF NO-DEVIATION (TECHNICAL)

I/WE, M/s HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS- TECHNICAL OTHER THAN MENTIONED BELOW AND I/WE AGREE TO ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION-TECHNICAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS:

S.N.	Tender Spec. Ref doc.	Clause Reference	Clause description as appearing in tender document	Deviation
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				

ANNEXURE – “E”

CERTIFICATE OF NO-DEVIATION (COMMERCIAL)

I/WE, M/s HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS-COMMERCIAL OTHER THAN WHAT ARE MENTIONED BELOW AND I/WE AGREE TO ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION-COMMERCIAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS:

S.N.	Tender Spec. Ref doc.	Clause Reference	Clause description as appearing in tender document	Deviation
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				

ANNEXURE – “F”

CERTIFICATE CONFIRMING KNOWLEDGE ABOUT SITE CONDITION

I/WE, M/s Hereby declare and confirm that we have visited the project site, in BHEL Bhopal referred in Tender Specification under reference above and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature on account of lack of knowledge or non-familiarization of site conditions.

I/We had/have read Annexure – “D”, “E” & “F” as per above.

Signature of Contractor & Seal

TECHNICAL BID

TENDER NOTIFICATION No. FCX/22231035

FOR

Repair and maintenance of Railway track for smooth movement of rolling stock in BHEL Bhopal.

SECTION – II

GENERAL TERMS AND CONDITIONS



**FACTORY CIVIL CONSTRUCTION &
MAINTENANCE DIVISION**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BHOPAL - 462 022 (M.P)

GENERAL TERMS AND CONDITIONS

Name of Work: - **Repair and maintenance of Railway track for smooth movement of rolling stock in BHEL Bhopal.**

- 1.0 DEFINITIONS:** -The following terms and expressions shall have the meaning here by assigned to them except where the context otherwise requires.
- 1.1 'Company/Corporation'** shall mean "**BHEL**" which stands for Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its manufacturing plant at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their legal representative, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the Notice inviting tender, the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Tenderers, drawings, technical specifications, the special specifications, if any, & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 'TENDER DOCUMENTS'** shall mean the NIT, Instructions to Tenderers, General Conditions of Contract, Special Conditions, Price Schedule and Technical Specifications and drawing if any.
- 1.5 'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / fax to the tenderer that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'COMPLETION TIME'** shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the Engineer being of required standard and conforming to the specifications of the contract.
- 1.7 'TESTS'** shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 1.8 'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Engineer / Site Engineer / Project- in-charge/ Engineer-in-Charge.
- 1.9 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.
- 1.10 'A Day'** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.11 'Engineer-in-charge'** shall mean the officer/ engineer appointed by BHEL or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this contract.
- 1.12 'Expected Risks'** are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power, any acts of Government, damage from aircraft, acts of god, such as earthquake lightening and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting authority or causes solely due to occupation by the company/corporation of the part of works in respect of which a certification has been issued or a cause solely due to company's/corporation faulty design of works.
- 1.13 'Market Rate'** shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% to cover all overheads and profit.
- 1.14 'Schedule(s)'** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the company/corporation or the standard schedule of rates prescribed by the company/corporation and the amendments there to issue from time to time.
- 1.15 'The "Site"'** shall mean the lands and/or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company/corporation or used for the purposes of the contract.
- 1.16 'Temporary works'** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 1.17 'Urgent works'** shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- 1.18 'A Week'** shall mean seven days without regard to the number of hours worked in any day in that week.
- 1.19 'The "Works"'** shall mean the works to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

- 2.0 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION'** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 3.0** The tenderer shall give an undertaking under the official secret Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. The unsuccessful tenderer shall return all the drawings / documents given to them.
- 4.0 ISSUES OF NOTICE:** - The Contractor shall furnish to the Engineer, the name designation and address of his authorized agent/ In-charge of Project and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
- 5.0 STORAGE OF MATERIALS AT SITE(INCLUDING LOADING, UNLOADING, HANDLING AND TRANSPORT):** - The contractor shall make all arrangements to Load, unload, handle, transport and store all materials at site in proper manner (as approved by BHEL engineer) so as to avoid contamination and deterioration. The contractor shall make own arrangement for T & Ps including cranes. For storage, open space shall be given by BHEL and contractor shall make its own covered shed. The places at site where materials are to be stored shall be subject to the approval of the Engineer-in-charge. The store should have proper illumination, record keeping and locking arrangements for safe custody of the materials. The store should be made before arrival of the materials at site.
- 6.0 SUB-LETTING OF CONTRACT:** -The contractor shall not sublet any portion of the contract without the prior written approval of the Accepting authority. In case of subletting with due written approval of accepting authority the contractor shall not be relieved from any obligation, duty or responsibility under the contract.
- 7.0 REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN THE PAST:** - The bid of the contractor may be rejected due to unsatisfactory performance in the past at any of the BHEL units, any other PSU or Govt. Organization.
- 8.0 CONTRACT QUALITY ASSURANCE AND QUALITY PLAN:** - The contractor shall comply quality assurance program/ Field quality plan (FQP) containing the quality management and procedures that are proposed to be followed in the performance of the works during various phases. The quality assurance programs/ Field quality plan (FQP) to be followed for the execution with necessary witness/record reviews of the work, shall be certified by Engineer. Field Quality Plan (FQP) is attached separately with this tender. During the inspection, in case the materials are rejected, it shall be the responsibility of the contractor to furnish approved materials & removal of rejected material. The contractor shall be fully responsible for the proper execution of all quality plans and shall also perform all quality control activities, inspection and tests agreed with BHEL to demonstrate full compliance with the specification requirements. Engineer shall witness test/inspection, etc. as per the hold points indicated in the quality plans. Records of all field/Lab tests shall be furnished by the contractor as & when asked for by Engineer In Charge. All the records should be kept by the contractor in safe custody and should be handed over to contracting authority of BHEL upon completion of Project.
- 9.0 EARNEST MONEY:** Every tender must be accompanied by the prescribed amount of Earnest Money Deposit, in the form of Electronic mode only in favour of Bharat Heavy Electricals Limited, Bhopal. Tenders received without Earnest Money in the manner prescribed above will not be considered.
- In case total EMD amount is more than Rs. 2 Lakh, the amount in excess of Rs. 2 lakhs may 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.
- 9.1 Forfeiture of EMD:** - EMD by the Tenderer will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- 9.2** EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- 9.3** EMD shall not carry any interest.
- 9.4** EMD of successful tenderer will be retained as part of Security Deposit.
- 10.0 SECURITY DEPOSIT:** Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 10.1** The total amount of Security Deposit will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 10.2 Modes of deposit:** The balance amount to make up the required Security Deposit of 3% of the contract value shall be accepted in the following forms:
- Electronic Fund Transfer in favour of BHEL
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The bank Guarantee format should be in the prescribed proforma as per **ANNEXURE "H"**. **The Bank guarantee should be from any one of our consortium bank as per list enclosed at Annexure "I"**
 - 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)

(d) 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 favour of BHEL)

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

10.3 Validity of the Bank Guarantee furnished towards Security Deposit under clause 10.2 above, shall be valid up to the period of completion of work (plus maintenance period, if applicable) as stipulated in the Letter of Intent/work order plus 03 (three) months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Warrantee period.

10.4 Collection of Security: - At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

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

10.6 The Security Deposit shall not carry any interest.

10.7 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

11.0 PRICE SCHEDULE:

11.1 Please refer to price schedule. Price bid should be submitted strictly as per the enclosed Price Schedule. Any deviation w.r.t. price schedule is not accepted and the offer having deviations are liable to be rejected. **Total amount quoted by the bidder against Price schedule considering all the items into account shall remain firm & no deviation what so ever shall be allowed.** (Please read instruction carefully given in the price schedule before filling up).

11.2 The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.

12.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER

12.1 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked for by BHEL.

12.2 The evaluation currency for this tender shall be INR.

12.3 The bidder shall submit complete price of the package combining all annexure given in price schedule (price bid). No column should be left blank.

12.4 Total price of the package combining all annexures of price bid quoted by the bidders shall form the basis for comparison for deciding lowest bid. For further processing and award, total quoted amount by the L1 (lowest) bidder for the package shall be used for deriving individual item rate by BHEL based on % (percentage) weightage specified against each item in Price Schedule.

12.5 In case of course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

12.6 In case Bharat Heavy Electrical Limited calls L1 bidder for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.

12.6 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.

12.7 No condition or deviations should be asked for in price bid.

12.8 If the work is indivisible in nature, it will be awarded on a single party. In case an MSE (Micro, small enterprise) quotes price within price band of L1 + 15% and accepts L1 price in a situation where L1 price is from someone other than an MSE, such an MSE may be awarded for full/complete awarding value. If the work is divisible in nature and if any contractor is covered under MSMED Act, he will be eligible to avail intended benefits of award of at least 20% of total awarding value subject to the condition that such an MSE quotes his price within band of L1 + 15% and accepts L1 price in a situation where L1 price is from someone other than an MSE. In case of more than one such MSEs, the work will be shared proportionately.

If the work is divisible in nature and there is provision for splitting the work in designated ratio, it will be done as per the relevant clause pertaining to splitting of work available elsewhere in the tender document.

Note: - This Clause 12.8 shall not be applicable in this tender enquiry.

13.0 COMMENCEMENT & COMPLETION OF WORK :- The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.

13.1 At the time of mobilisation of work at site, the contractor is required to submit the Copies of following documents to site Engineer for verification:

- (a) BG as per contract.
- (b) Contract Agreement
- (c) Indemnity Bond
- (d) Valid Test Certificates for the Plant & Machinery being deployed at site.
- (e) Valid Insurance Policy covering third party liability, workmen compensation & tool & tackles brought to site.
- (f) Proper Labour Licence.
- (g) Work force deployment schedule for posting to site.
- (h) Detail work schedule (L-3 network)

13.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.

13.3 The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Contractor without prejudice to any of BHEL's other rights and remedies in this regard.

13.4 All the works shall be carried out under the direction and to the satisfaction of Engineer-in-charge.

13.5 The work executed under the contract, shall be taken over by BHEL when it has been completed in all respects & site is made clear.

14.0 WORK EXECUTION & SCHEDULE

14.1 The Contractor is responsible for the correct execution of the work in accordance with the scopes/drawings provided to him. The levels, measures and other information concerning the existing site as shown on the drawings or as described are supposed to be correct but the contractor shall verify them for himself and no extra claim, whatsoever shall be entertained on account of any discrepancy or omission in such matters or on account of the description turning out to be different from what was expected.

14.2 In case the contractor requires any clarifications, conditions, drawings etc., the Engineer-In-charge shall be contacted.

14.3 The contractor will be required to submit detail work schedule before start of work, and he shall submit a Bar chart/PERT Chart/CPM to the Engineer-in-charge indicating how the contractor proposes to complete the work within the stipulated time as per the contract. This Bar Chart/PERT Chart/CPM should clearly indicate the various activities in the proper sequence of construction. Once this programme of construction has been submitted by the contractor and approved by the Engineer-in-charge, the contractor shall follow the detailed work schedule, organize labour / material to suit the completion period of work & abide by the approved construction programme with the progress indicated in the chart. The detailed work schedule shall be organised to suit the completion period of work within the shutdown given by the customer.

14.4 The work under the contract will be deemed to be completed in all respect, only upon the approval of work completion certificate by BHEL. The contractor shall obtain no dues from concerned BHEL department.

14.5 On final completion of work, the contractor shall submit the construction completion certificate, and obtain approval from BHEL.

14.6 The entire schedule as approved shall be strictly followed by contractor. If for any reason beyond the control of the contractor the work is held up, then the contractor shall bring it to the notice of BHEL.

15.0 SUSPENSION OF WORK & FORE CLOSURE OF CONTRACT: - BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. If the suspension is on account of safety of the work or for reasons other than default of contractor, then the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. No price variation or any additional claim/compensation on this account shall be admitted. If the suspension is on account of default on the part of the contractor no time extension or compensation shall be permitted.

If at any time after acceptance of tender BHEL decides to abandon or reduce the scope of work for any reason whatsoever the Engineer-in-Charge shall give notice in writing to that effect to the contractor & the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of foreclosure of the whole or part of the works. In the event of such foreclosure after acceptance of tender the contractor shall be paid at contract rates full amount of works executed at site & in addition a reasonable amount as certified by the Engineer-in-Charge for the items mentioned below which could not be utilized on the works in the full extent because of Foreclosure.

- (a) Any Expenditure incurred on site infrastructure work/enabling works
- (b) Any Expenditure incurred on materials meant for incorporation in the work lying unutilized which the contractor does not desire to retain. The cost of such materials shall however take into account purchase price, cost of transportation & deterioration which may have been caused to material whilst in the custody of contractor.
- (c) For Contractors material not retained by BHEL reasonable cost of transportation of such materials from site to contractor's permanent store or to his other works whichever is less shall be payable.
- (d) Reasonable compensation for transfer of Tools & Plants from site to contractors permanent store or to his other works whichever is less shall be payable to the contractor.
- (e) In case of foreclosure all surplus material issued to the contractor either free of charge or on chargeable basis & lying at site shall be returned by the contractor to BHEL after proper reconciliation taking into account normal wastage & allowance for any deterioration/damage as may be permitted.

16.0 INSURANCE –

- (a) It shall be the sole responsibility of the contractor to get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- (b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL in the factory Area which are in force from time to time shall be followed by the contractor.
- (c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's property and/or

personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

- (d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL & handed over to the contractor for use in the work till these are incorporated in the work & accepted by BHEL or are returned to BHEL Stores.

17.0 INTEREST CHARGES: No interest shall be payable by BHEL on Earnest Money, Security Deposit/or on any moneys due to the Contractor by BHEL.

18.0 DRAWINGS & DOCUMENTS

18.1 The drawings mentioned in this specification and issued during the execution of work, shall supplement the requirements specified and form part of the same. Only three copies of each will be provided to contractor during the execution of work.

18.2 Out of three (3) set of drawings furnished to the contractor, the contractor shall return one (1) complete set of as built drawings, prior to handing over, with all approved modifications during installation, duly marked in red, neatly, clearly and accurately.

18.2.1 Drawings enclosed with the tender, are only indicative about documents shall define the nature of work. Work shall be executed as per the latest revision of drawings issued later on. This may require additions or deletions to the original scope of work.

18.2.2 Change of scope of work shall be documented as follows:

- (a) Revision of drawings
- (b) Revision of technical specification.
- (c) Design concession report.
- (d) Written instruction by the Engineer.

19.0 METHOD OF WORKMANSHIP:

19.1 All work shall be performed in a first class, neat and good workmanship manner by technical staff skilled in the trade involved.

19.2 The construction/erection shall be carried out in such a manner as to preserve access to other facilities already in place.

20.0 PROGRESS REPORT & FIELD OFFICE RECORD

20.1 The contractor shall prepare and submit weekly progress report/ charts, manpower deployment, material receipt report and such other reports as required by the engineer for the monitoring and smooth progress of work. Progress report should explicitly indicate progress achieved against the targets, reasons for delay and action plan to compensate for such delay.

20.2 The contractor shall maintain records pertaining to the quality of work and inspection and testing compliance with all technical requirements. Where safety of work is involved the contractor shall submit written procedure to the Engineer.

21.0 MEASUREMENT OF WORK

21.1 Before taking any measurement of any work, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge, then in such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

21.2 For progressive/running bill payments, the contractor shall present detailed measurement sheets, in duplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/ period under different categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/ weight shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

21.3 These measurement sheets will be checked by the Engineer and quantities and percentage eligible for payment under different groups shall be decided by him. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in the measurement book and signed by both the parties.

21.4 Quality procedures and documentation as per Field Quality Plan(FQP) shall be submitted along with each running account bill and final bill as per format and instruction of Engineer.

21.5 Based on the above quantities the contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.

21.6 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.

21.7 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

21.8 Measurements shall be taken jointly by persons duly authorized by BHEL and the contractor.

21.9 Passing of bills covered by such measurement does not amount to acceptance of the completion of the work measured by BHEL. Any left out work has to be completed by the contractor, as directed.

21.10 Running account bill(s) (RAB's) should be submitted by the contractor in a reasonable time and Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification has been completed in all respect to the entire satisfaction of BHEL. The contractor shall give unqualified '**NO CLAIM AND NO DEMAND CERTIFICATES**'. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both parties. The final bill shall be paid within a reasonable time after the completion of the work.

21.11 Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The

first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor.

- 22.0 RIGHTS OF BHEL:** - BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation as below:
- 22.1** To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor progress of work, inability to get the work done completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 22.2** To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies at contractor's risk & cost in addition to liquidated damages in the event of following after giving a show cause notice with notice period of 15 days:
- (a) Contractor's continued poor progress, Withdrawal from or abandonment of the work before completion of the work.
 - (b) Corrupt act of the contractor.
 - (c) Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
 - (d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (e) Non-fulfilment of any contractual obligations or obligations under the law.
- 22.3** To short-close the contract at any stage without assigning any reason thereof with a prior notice of 15 days. The contractor shall, in such a case, be entitled for payment by BHEL for the portion of work executed till the effective date of short closure of the contract. It is, however, made clear that such a short-closure shall not amount to breach of contract by BHEL & the contractor shall not be entitled to get any compensation for the damages on account of such short-closure.
- 22.4** To recover any money due from the Contractor from out of any money due to the Contractor under this or any other Contract or from the Security Deposit.
- 22.5** To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and / or to levy liquidated damages for delay in completion of work.
- 22.6** To effect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- 22.7** To restrict or increase the quantum of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate. The rates quoted shall not be subjected to revision by the contractor in such case.
- 22.8** To deploy BHEL's skilled and/ or semi-skilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
- (a) The Engineer-in-Charge shall have full powers to acquire the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen to arise to such materials. The Engineer-in-Charge shall have full powers to ask for other proper materials to be substituted thereof and in case of default the Engineer-in Charge may ask the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the contractor.
 - (b) While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/ extra payment/over run on this account.
 - (c) In the event of any dispute of technical nature, the decision of BHEL Engineer shall be final and binding on the Contractor.
- 22.9** To disqualify any tenderer on the basis of unsatisfactory past performance in any division or unit of BHEL or any other PSU or Govt. organization. The decision of the department shall, in this regard, be final and binding on the tenderer.
- 23.0 Incorporation of Fraud Prevention Policy in Tenders/MUSs etc.**
- 23.1** 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."
- 23.2** Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/Regions intranet.
- 24.0 FACILITIES TO BE PROVIDED BY BHEL**
- 24.1 Construction Office & Store:** Depending upon the availability and requirement, the space for construction of office and stores shall be provided free of cost to the contractor. Before finally leaving site, all shed etc. have to be dismantled/ removed and the site left shall be clean and tidy. The land allocated shall be vacated and handed over to the owner.
- 24.2 Electricity:** The contractor shall submit to the Engineer within 30 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 free of charge for the purpose of contract execution except for fabrication work which shall be charged as per Annexure C of Price Schedule. 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.

- 24.3 Water:** Supply of water will be made available free of charge for the construction purposes & drinking purposes at an agreed single point in the site. Any further distribution will be responsibility of the contractor. Further distribution to other points at work site or to his office shall be the responsibility of the contractor. The contractor will make their own arrangement for storage of water of inadequate capacity for curing of pre-cast concrete structures, construction & general curing. Due to scarcity of water all over Bhopal the contractor shall comply with all measures as suggested by Engineer-in-charge to avoid wastage of water.
- 24.4 Residential Accommodation:** Upon award of work the contractor shall apply for allotment of residential accommodation for their personnel who is going to be posted at site for execution of the work. Subject to availability with BHEL & as permitted under rule, the residential accommodation may be made available on chargeable basis including electricity charges, water charges & other Charges etc. The Contractor shall abide by the rules, regulations of quarter allotment, cancellation, possession /vacation. In case BHEL is unable to provide this facility, the contractor has to make their own arrangement at their own expense.
- 25.0 RESPONSIBILITIES OF CONTRACTOR:**
- 25.1** The contractor should follow the prevailing industrial / labour laws as amended from time to time and shall also take all safety measures required during the execution of this order.
- 25.2** The Contractor shall be fully responsible for correctness & quality of his work to the entire satisfaction of BHEL. The work shall be executed in accordance with the directions, instructions, drawings and specification. The work shall be performed in a first class, neat and good workmanship manner by technical staff skilled in the trade involved. The installation shall be carried out in such a manner as to preserve access to other equipment installed. If during the progress of manufacture or supply of plant, BHEL notifies in writing to the contractor that the contractor has manufactured any plant or part of plant unsound or imperfect, or has supplied any plant inferior in quality to that specified, the contractor on receiving details of such defects or deficiency, shall at his own expenses, within such time as may be reasonably necessary for the purpose, alter, reconstruct or remove such plant or part of plant or supply fresh materials as per standard specification and in case the contractor shall fail to do so, BHEL may on giving the contractor thirty days notice in writing of his intention to do so, proceed to alter, reconstruct or remove such plants or part of plants at the contractor's cost provided that nothing in this clause shall be deemed to deprive BHEL or affect any rights which he may otherwise have in respect of such defect or deficiencies and provided that such replacement shall be carried out by BHEL within a reasonable time and at a reasonable price and as far as possible, to the same specification and under competitive conditions.
- If the completed plant or any portion taken over is found to be defective or fails to fulfil the requirement of the contract, the engineer shall forthwith give the contractor notice setting forth particulars of defects or failure and the contractor shall make the defects good, or alter the same to make it comply with the requirements of contract. If the contractor fails to do so, within a reasonable time, BHEL may reject and replace at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirement of the contract. In case of such replacement by BHEL, contractor shall be liable to pay to BHEL the extra cost, if any of such replacement delivered and / or erected as provided for in the original contract. Such extra cost and the damages being the ascertained difference between the prices paid by BHEL, under the provision above mentioned for such replacement and the contract price for the plant so replaced and also to repay any sum paid by BHEL to the contractor in respect of such defective plant.
- 25.3** If in the opinion of the contractor any work is insufficiently specified or required modifications, the Contractor shall refer the same in writing to the Engineer and obtain his instruction / approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
- 25.4** Land belonging to BHEL shall not be occupied by the contractor without the written permission of BHEL.
- 25.5 The Contractor will be required to sign a contract with BHEL on Non-judicial stamp paper as per Annexure – "G". The cost towards agreement shall be borne by the contractor.**
- 25.6** All the properties/equipment/components of BHEL loaned with or without deposit, to the contractor shall remain the properties of BHEL. The contractor shall use such properties for the purpose of execution of this contract. All contractors shall return them in good conditions as and when required by BHEL. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 25.7 It shall not be obligatory on the part of BHEL to supply any tools and tackles.** Depending upon availability, possibility, BHEL tools & equipment may be made available to the contractor on payment of hire charges as mentioned in Annexure C of Price Schedule. In case BHEL is unable to issue such equipment due to non-availability, it is the responsibility of the contractor to arrange such equipment from outside & hire & other charges shall be borne by the contractor.
- 25.8 ROYALTY –** Royalty for equipment's supplied shall be borne by the contractor and nothing extra on this account shall be paid to him by BHEL.
- 25.9 PERMANENT BENCH MARKS –** Where directed by the Engineer, the contractor shall provide permanent bench marks. Likewise any other levels or lines or points specifically required by the Engineer shall be built in. The contractor shall carefully protect and preserve such important mark during execution of the work.
- 25.10 SITE TESTING OF MATERIALS -** For the tests carried out by the contractor at site as per FQP and CPWD specification, the contractor shall install testing equipment at site and shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide the necessary trained staff for carrying out such tests and using such equipment. List of equipment's with range shall be submitted by the bidder.
- 25.11 APPROVAL OF LOCAL MATERIALS FOR USE -** Before bringing any material (locally purchased) to site in bulk for civil works, infrastructure, plant services, etc. contractor shall have to bring a sample first and get it approved by Engineer. Any material brought to site in contravention of this condition shall be rejected forthwith and no payments shall be made.
- 25.12** The contractor shall not claim any compensation due to reduction in the scope of work due to changes in design, which curtail the quantum of work.
- 25.13** The contractor shall fully indemnify BHEL against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.

In the event of any claim or demand being made or action being brought against BHEL for infringement or alleged infringement of letter, patent in respect of any machine plant, work or thing used or supplied by the contractor under this contract or in respect of any method of using or working by BHEL of such machines, plant, work or thing, the contractor will indemnify BHEL against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand. In case the equipment in such suit or proceedings is held to constitute infringement and the use of the equipment or part is prohibited, the contractor shall at his own expenses either procure for BHEL the right to continue using the equipment, modified it so as it becomes non-infringing or remove the equipment and refund BHEL price plus the transportation and installation cost thereof.

- 25.14** The contractor shall ensure that no damage is caused to any person/any existence work/property of BHEL /other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost. The contractor shall indemnify BHEL for any such eventuality.
- 25.15** Any delay in completion of work or non-achievement of periodical targets due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- 25.16** The contractor shall execute the work under the conditions usual to such manufacturing plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate and co-ordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 25.17** The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The Contractor shall also demolish the entire hutment's sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses for the same shall be recovered from the contractor.
- 25.18** The contractor shall execute the work in the most professional manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.
- 25.19 Establishment of Site Office** – Contractor shall make his/their own office at site. He will be required to maintain good office at site with necessary infrastructure and staff. The contractor should have a mobile phone, Computer System with Printer & UPS.
- 25.20** In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 25.21** The contractor shall take all reasonable care to protect the materials and the work till such time the plant/equipment has been taken over by BHEL/its customer. It will be the responsibility of the contractor to ensure safe lifting of the equipment to avoid damages/accidents.
- 25.22** Contractor shall not stop work or abandon the site for what so ever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work, stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.

25.23 SAFETY MEASURES

- (a) The following are a few safety measures suggested while carrying the work. However, all the items of work should be carried out in safe working manner taking all precautions.
- (b) Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
- (c) Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M.
- (d) Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
- (e) The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- (f) The contractor shall keep a supervisor always at work site.
- (g) Power shut down shall be taken before commencement of the work wherever power cables are running.
- (h) Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
- (i) The contractor shall provide safety nets to the work force during the execution of work at height of more than 3 meters and as directed by the engineer in charge.
- (j) The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
- (k) The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.
 - (i) Safety Helmets conforming to IS: 2925: 1984
 - (ii) Safety belts conforming to IS: 3521: 1999
 - (iii) Safety shoes conforming to IS: 1989: PART 2:1986
 - (iv) Eye, and face protection devices conforming to IS: 8520:1977.
 - (v) Hand and body protection devices conforming to IS: 6994 - 1973 and IS 8519: 1977, IS: 8807-1978.

25.23.1 SAFETY IN CIVIL ENGINEERING WORKS

- (a) While working at heights, a safe foot holds and hands should be provided.
- (b) loose material should not be allowed to remain in the vicinity of persons working at heights due to which they may inadvertently lose their balance and fall down.
- (c) Wherever, it is reasonably practical, workers should be made to use safety belts.

- (d) Ladders, crawling ladders and crawling boards are to be provided if a person has pass across or work on or from any material liable to fracture under his weight and cause him to fall more than 1.98 metres.
- (e) In considering whether a material is likely to fracture beneath a person's weight, regard must be had to any additional weight he may be carrying or supporting.
- (f) Ladders crawling boards etc., to be securely supported and if necessary secured to prevent slipping.
- (g) Guard rails, coverings or other suitable means may be used to prevent person stepping on to fragile material, while working or passing near it if such material is likely to fracture under his weight and cause him to fall more than 1.98 metres.
- (h) While working on sloping roofs, suitable, crawling, boards or crawling ladders should be used. These crawling ladders should be properly supported and securely enhanced to the sloping surface or the roof ridge.
- (i) Suitable and sufficient means are to be provided to prevent fall of articles from a sloping roof.

25.23.2 DEMOLITION:

- (a) Safe access should be provided to every place at which any person has to work. Scaffolds should be provided for all work.
- (b) Shoring or either steps are to be taken to prevent accidental collapse of the building or part of the building being dismantled.
- (c) Similar precautions are to be taken against collapse of any adjacent building, if this would involve danger.
- (d) No steel work or iron work is to be cut or released unless precautions are taken to avoid danger from sudden twist, spring or collapse.
- (e) No framing is to be removed unless all practicable steps are taken to avoid collapse of the structure.
- (f) Demolition work is to be placed under the supervision of a competent person experienced in demolition work.

25.23.3 EXCAVATIONS:

- (a) Barriers are to be provided round excavations, shafts, pits and opening into which persons can fall a vertical distance of 1.98 metres. These barriers are to be as close as practicable to the edge of the excavations and are to be erected as soon as practicable after excavating begins. They are to be maintained in position except when necessarily removed for the access of persons or materials.
- (b) Adequate and suitable timbering should be used to prevent danger from falls or dislodgement of sides of excavations etc., or materials adjacent to it. Timbering is to be done as early as practicable in the course of work.
- (c) No person should be allowed to work in any excavation. Shaft or tunnels after explosives have been used in or near it, in a manner likely to affect stability, until a thorough examination has been made by a responsible person.
- (d) No person should be allowed to work in any excavation, Shaft or tunnels after an unexpected fall of rock, earth or other material or after substantial damages to timber or other supports, unless the part concerned is thoroughly examined by a responsible person declared safe.
- (e) No material should be placed near the edge of the excavation so as to endanger persons below. No load should be placed or removed near the edge of an excavation etc., where it is likely to cause the collapse of the side of the excavation and so endanger to any person.
- (f) If excavation is likely to affect the security of another structure (permanent or temporary) steps must be taken to safeguard persons employed from possible collapse of that structure.
- (g) Means of reaching a place of safety is to be provided, when there may be danger from rising water or irruption of water or materials.
- (h) Means to prevent over running are to be taken when vehicle is used to tip material into pit or excavation or over the edge of embankment or earth work.

25.23.4 LADDERS:

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

25.23.5 SCAFFOLDS:

- (a) Materials used for scaffolds should be of sound and adequate strength.
- (b) The timber used should be suitable quality, good condition, bark complete stripped off, and without paint or other treatment which would prevent defects from being easily seen.
- (c) Timber and material with projecting nails should not be used.
- (d) Metal parts should be of suitable quality, in good condition, free from corrosion or other patent defects likely to affect strength.
- (e) Defective parts or materials should not be used and no defective ropes or bonds should be used.
- (f) Standards or upright should be vertical or slightly inclined towards the building or other structure, where practicable and to be sufficiently close to ensure stability.
- (g) Displacement or sinking of standards or uprights to be prevented either by provision of base plates or either adequate means.

- (h) Ladders used as uprights to be adequate strength secured to prevent slipping and so placed that the two stiles of sides of each ladder are evenly supported.
- (i) Ladders are to be horizontal, as nearly as possible and should be secured to standards or uprights by efficient means.

25.23.6 WORKING PLATFORMS:

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

25.23.7 SAFETY NETS AND BELTS:

- (a) If all or any of the above requirements is not practicable, resources may be taken to use suitable safety belts or nets to prevent persons falling from heights of 1.98 metres and above.
- (b) Safety belts when used should be attached continuously to suitable and fixed anchorages.
- (c) Safety nets should be maintained in all positions necessary to protect persons at work, except in so far as they have to be temporarily removed for the passage of materials or for any other purposes.
- (d) Asbestos cloth should be used while welding at site to avoid chances of fire.

25.23.8 LIFTING TACKLES/CRANES:

Lifting roof trusses should be undertaken after discussing the procedure with BHEL taking all necessary care to prevent accidents.

26.0 STRIKES AND LOCKOUTS

- (a) The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and, if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- (b) For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

27.0 FORCE MAJEURE

- (a) Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.
- (b) The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account
- (c) If Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

28.0 SETTLEMENT OF DISPUTES:

- 28.1** Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the engineer subject to a written appeal by the contractor to the engineer, whose decision shall be final to the parties hereto.
- 28.2** parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 28.3** If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in relevant clause.

29.0 ARBITRATION & CONCILIATION**29.1 ARBITRATION:**

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference ; arising out of the formation breach, termination, validity or

execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the contract.

The Arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause as mentioned above, the courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

29.2 CONCILIATION:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure of BHEL CONCILIATION SCHEME, 2018. The Annexure of BHEL CONCILIATION SCHEME, 2018 together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

30.0 MATERIAL HANDLING AND STORAGE:

Adequate arrangement be made for material handling & storage taking due care against damages. If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment's or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractors.

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

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

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

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

30.1 MATERIAL ISSUE, CONSUMPTION & RECONCILIATION:

It shall be the responsibility of the contractor to get the free issue materials (cement, reinforcement steel, structural steel etc.) issued from BHEL's Store after proper documentation work. Loading transportation to work site, unloading and proper storage of material shall be done by the contractor at their own expense. Return of surplus material to store and return of scrap material to scrap yard shall be the responsibility of the contractor at their own expense. Proper method of accounting of steel, Tor steel, cement & scrap material be followed as per BHEL Procedure. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval. The material Reconciliation statement should necessarily be enclosed with each running account Bills as well as Final Bill. Due to non-submission of material reconciliation statement with invoice the bill processing may get delayed for which the Total responsibility lies with the contractor.

31.0 TOOLS, TACKLES & EQUIPMENTS: -

31.1 All tools & Tackles, handling facilities, plant & machinery and consumables required for satisfactory execution of the job will have to be arranged by the contractor free of cost. All measuring instruments, tools and tackles should be tested periodically and the contractor shall also produce necessary certificate and proof of having tested & calibrated from certified agencies. Only instruments calibrated within last one year from the date of use shall be used at site. List of tools, tackles & equipment's of reputed manufacturers with proper Test / Calibration Certificates to be arranged by the contractor at his own cost is given below but not limited to this **(only for guidance)** :

(A) Electrical Tools / Instruments

- (a) Cable jacks & spindle, cable rollers, supporting stand for cable drums, electrician's tools kit, jointing / termination kit(s) fitter tool kit, etc.
- (b) General tools e.g. screw drivers, testers, pliers, spanners, test lamp, feeler gauges, hydraulic and manual crimping tool kit etc.
- (c) Safety hand lamps, fuses, bulbs, switches and cables, test lamp, field telephone and buzzer sets, walkie – talkie set etc.

(B) Mechanical Tools, Instruments (as per requirements).

- (a) Welding Machines, generator sets with cables etc. Gas cutting sets, gas-brazing sets, heating torch, soldering irons, regulators, hoses, etc.

- (b) Hand trolleys, mobile equipment's, Tractor, Transport vehicles, hydraulic and screw jack, pipe and torque wrenches, wooden sleepers, manila ropes, chain pulley block, slings and D's shackles, eye bolts, lifting tackles and equipment's.
- (c) Grinding Machine for fabrication works, drill machines, drill bits, taps and die set, reamers, hammers, files, punches, scrapers, screw driver sets, pliers, hacksaw and blades, chisels, Allen key sets, spanners, measuring tapes and Scales.
- (d) Spirit level, straight edge, dial gauge, precision level gauge, etc.
- (e) Hand grinding machines, bench grinder, and bench vice, pipe vice, Base Mounted Drill Machines, Grinding wheels, Hand Drill Machine.
- (f) Other test equipment's as required for testing and commissioning of the project shall have to be arranged by the contractor.

(C) Civil Engineering Equipment

- (a) Earth moving equipment -Excavators (various sizes), Bulldozers, Dumper
- (b) Equipment for hoisting & lifting – Tower, Builder's hoist, Hydra
- (c) Equipment for concrete Work - Concrete batching plant, Concrete pump, Concrete transit mixer, Concrete mixer (diesel), Concrete mixer (electrical), Needle vibrator (electrical), Needle vibrator (petrol), Table vibrator (elect. /petrol)
- (d) Equipment for building work - Block making machine, Bar bending machine, Bar cutting machine, Wood thickness planer, Drilling machine, Circular saw machine, Welding generators, Welding transformer, Cube testing machines, M.S. pipes, Steel shuttering, Steel scaffolding, Grinding/polishing machines.
- (e) Equipment for road work- Road rollers, Bitumen pavers, Hot mix plant, Spreaders, Earth rammers, Vibratory road rollers
- (f) Equipment for transportation- Tippers, Trucks
- (g) Pneumatic equipment- Air compressor (diesel)
- (h) De-watering equipment - Pump (diesel), Pump (Electrical)
- (i) Power equipment - Diesel generators
- (j) Any other plant/equipment

31.2 CONSUMABLES:

The contractor shall arrange & provide all consumable items of best quality in adequate number / quantity as per specifications required for day-to-day working for satisfactory completion of the work at his own cost. The material so supplied shall be of best quality according to the specification.

- (a) Soldering and brazing alloy, flux, various types of welding electrodes, filter materials etc.
- (b) Industrial and welding gases like oxygen, acetylene, compressed air, water, etc.
- (c) Kerosene, rust removing liquid, cleaning cloths, chemical liquid for pickling, CTC, xylol, thinner, cotton wastes, jointing compounds, M-seal, Teflon tapes, engineers blue, adhesive tapes etc.
- (d) Clamps, GI Wires, bolts, nuts and washers as required.
- (e) And all other consumable materials mentioned in tender specification in respective section and necessary for completion of work.

31.3 The contractor shall submit a list of all materials, tools and tackles, equipment's, consumables etc. brought inside the plant site to be duly verified by Engineer.

32.0 OBSERVING LOCAL LAWS, PROVIDING WORKMEN & SUPERVISORY PERSONNEL –

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. –

32.1 The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed. Claim for idle labour/machinery due to non-supply of any material by BHEL or for any other reasons will not be entertained. During the continuance of this contract, the contractor shall have due regard to all local festival, religious events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.

32.2 The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc, such as: the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract Labour (Regulations and Abolition) Act, 1970, Factory Act 1948, Maternity Benefit Act 1961, Equal Emolument Act 1976, M.P. Shram Kalyan Nidhi Adhiniyam 1982, Payment of Bonus Act 1963, Inter State Migrant Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at site. The contractor will be required to seek registration, if required, as per local laws. The contractor shall give to the local governing body, police and other concerned project site authorities all such notice (s) as may be required under law.

32.3 The Contractor shall obtain and submit the central labour license as per prevailing rules after award of work through work order. The Contractor, in the event of the engaging more workmen than that mentioned in the relevant act, shall obtain independent license under the Contract Labour (Regulations and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form V) issued by the Principal employer / customer.

32.4 The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company. These are mandatory.

- | | |
|------------|---|
| Form XIII | - Register of workmen employed by contractor (Rule 75). |
| Form XIV | - Employment card issued by contractor (Rule 76). |
| Form XVI | - Muster Roll (Rule 78 (1) (a) (i)). |
| Form XVII | - Register of Wages (Rule 78 (1) (a) (ii)). |
| Form XVII | - Register of wages - cum Muster Roll (in case of weekly payment). |
| Form XIX | - Wage slip (Rule 78 (b)). |
| Form XX | - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)). |
| Form XXI | - Register for fines (Rule 78 (1) (a) (ii)). |
| Form XXII | - Register of advances (Rule 78 (1) (a) (ii)). |
| Form XXIII | - Register of overtime (Rule 78 (1) (a) (iii)). |
| Form XXIV | - Register to be sent by the contractor to licensing Officer (Rule 82) (1). |

- The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.
- 32.5** The contractor shall pay all taxes, fees, license charges which are liable to be paid by him or otherwise as deemed fit.
- 32.6** The contractor shall make all arrangements and shall also meet all expenses in connection with his workmen's qualification / re-qualification test(s) etc at site.
- 32.7** All safety rules and codes are applicable to work shall be followed without any exception.
- 32.8** The contractor shall arrange to provide guards and prominently display caution notices, in unsafe and hazardous area.
- 32.9** The contractor shall be responsible for the provision of health and sanitary arrangements as described in the contract labour Regulations and Abolition Act, 1970.
- 32.10** The contractor shall be responsible for safety precautions as may be required for safe and satisfactory execution of the contract.
- 32.11** All safety rules and codes applied by BHEL inside factory shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a few to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff watches and ward staff & storekeepers to take care of equipment, material, construction tools and tackles shall be posted at site by the contractor till the completion of the work.
The contractor shall arrange for such safety devices as are necessary for this type of work and carryout the requisite site test of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 32.12** The contractor shall make his own arrangement for proper accommodation including adequate medical facilities for the personnel employed by him.
- 32.13** The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative be furnished to BHEL for record purpose.
- 32.14** No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 32.15** The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category-wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer. The contractor should maintain an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated.
- 32.16** The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."
- 32.17** The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.
- 32.18** Only those workers shall be allowed entry into Factory premises who have valid ESI card.
- 32.19** In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.
- 32.20** The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility.
- 32.21** Gate Pass for entry into factory premises would be required for all the persons deployed by the contractor at site. Special permission would be required for working beyond normal working hours on Sundays & holidays. The contractor shall be arranging the passes and working permission on their own. BHEL Engineer shall provide necessary help and guidance for the same. Normal working hours in the plant is 8 hours. Completion time is the essence of the contract. Hence the contractor may be required to arrange working in extended working hours/ round the clock working to achieve scheduled completion date.
- 32.22** The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked for the project. For movement in area other than earmarked for project prior permission of BHEL Engineer is required. The contractor shall abide by all the rules and regulations of the BHEL Bhopal.
- 32.23** Contractors shall submit following Certificate for each contract separately.
"It is certified that PF Challans of the amount..... Pertains to my workers whose names are appearing in the wage sheet of the month..... And these workers are engaged in (Type of work) against work order no.....in..... (Name of department).
- 32.24** Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages directly into the bank account of respective workman deployed/ in the presence of the authorized representative of contract operating division who shall record under his signature at the end of entries in the register of wages in the following form.
"Certified that the amount shown in column no..... has been paid to workers concerned in my presence on date..... at time..."

- 32.25** In case the contractor fails to pay the wages to the deployed workmen on time/ other statutory compliances/ remittance of contribution to concerned authority, BHEL reserves the right to pay the wages & deposit the contributions to concerned authority and deduct the same from the security deposit/bills/other dues under the contract of the contractor with interest and overheads as per norms.
- 32.26** Contractor shall distribute wage slip to his employee one day before the last day of the month.
- 32.27** The Contractor shall deploy all skilled, semi-skilled and unskilled workers and should hold valid certificates wherever necessary. The contractor shall deploy only experienced supervisory staff to carry out the construction & erection work and control his workmen. BHEL reserves the right to insist on removal of any employee of contractor. In the event of increasing or decreasing the category of workers, supervisors the contractor shall obtain the prior approval of BHEL's site-in-charge.
- 32.28** Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
- 32.29** The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General Manager / Personnel.
- 32.30** The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors or any other such authorities under the act.
- 32.31** Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
- 32.32** In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor
- 32.33** In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principal employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
- 32.34** No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in-charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
- 32.35** The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment's.
- 32.36** On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
- 32.37** The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
- 32.38** The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, Bhopal.
- 32.39** The contractor shall ensure abidance by all the labour laws especially including contract labour (R & A) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
- 32.40** The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
- 32.41** The contractor shall provide the required safety equipment to labours engaged by him.
- 32.42** Contractor shall issue "Employment Card" as per statute to all the labours and supervisors engaged on the work under the contract.
- 32.43** The contractor shall be responsible to settle all the grievances of the labour deployed by him.

CONTRACT

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

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

AND

..... (here-in-after called the 'Contractor') of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of2223103522231035.... and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

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

That the Contractor shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexures, Letter of Intent

dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following documents: -

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) Letter of Intent No..... date
- (d)

shall also form part of & shall govern this Agreement.

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

(CONTRACTOR)

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

For and on behalf of
Bharat Heavy Electricals Ltd,
Bhopal

WITNESS: -

1.

2.

ANNEXURE – “H”

MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT)
(To be issued in appropriate valid non-judicial stamp paper of appropriate value)

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt (hereinafter called “the said Contractor (s)”) from the demand, under the terms and conditions of the Agreement dated made between BHEL and for (hereinafter called “the said Agreement”) of Security (name of work) deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (RupeesOnly) We(indicate the name of the Bank) (hereinafter referred to as “the bank”) at the request of contractor(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s), of any of the terms or conditions contained in the said Agreement.

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

We, (indicate the name of the Bank) undertake to pay to BHEL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal.

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

We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

Dated Day..... of 2022

For
(indicate the name of the Bank)

Witness:

1. -----

2. -----

Note : The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker’s Association and the Ministry of Finance, Government of India as circulated by Indian Banker’s Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.

To be issued in appropriate valid non-judicial stamp paper prevalent in the state where the same is executed which is to be certified by the Notary Public or any other competent officer of that state.

LIST OF CONSORTIUM BANKS

1. State Bank of India
2. Canara Bank
3. Axis bank
4. Bank of Baroda
5. Central bank
6. Citi Bank N.A.
7. Deutsche Bank
8. Exim bank
9. Federal Bank Ltd.
10. HDFC Bank Ltd.
11. The Hong Kong and Shanghai Banking Corporation Ltd.
12. Indian Bank
13. ICICI Bank Ltd.
14. IDBI Ltd.
15. IndusInd bank limited
16. Indian Overseas Bank
17. Kotak Mahindra bank Limited
18. Punjab National Bank
19. RBL Bank Ltd.
20. Standard Chartered Bank
21. Union Bank of India
22. Yes bank Limited

ANNEXURE - "J"

(TO BE ISSUED IN NON-JUDICIAL STAMP PAPER OF Rs. 10/- issued from State of Madhya Pradesh)

INDEMNITY BOND

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

So on the request of (Name of the contractor) M/s.....M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the sub-contractor mentioned below. M/s, therefore, undertake to fully indemnify the M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of sub-contractors of (name of the contractor in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Signature & seal of Contractor

ANNEXURE - "K"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment:

1. Name of the Supplier (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)

ANNEXURE - "L"

DECLARATION BY VENDOR

- (1) We declare that the following family firms or sister concern affiliates /subsidiary firms are participating in this tender enquiry.

(i)

(ii)

(iii)

OR

We confirm that no family or sister concern affiliates/subsidiary firms are participating in this tender enquiry.

- (2) I,.....(Name) hereby declare on behalf of
(Name of Company) and the family or sister concern affiliates/subsidiary firms listed above that we are not including in cartel formation for this tender enquiry.
- (3) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

(Seal & Sign of bidder)

TECHNICAL BID

(TENDER NOTIFICATION No. **FCX/22231035**)

FOR

**Repair and maintenance of Railway track for smooth
movement of rolling stock in BHEL Bhopal.**

SECTION – III

SPECIAL CONDITIONS



FACTORY CIVIL CONSTRUCTION &
MAINTENANCE DIVISION

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
BHOPAL – 462 022 (M.P)

SPECIAL CONDITIONS

Sub: - Repair and maintenance of Railway track for smooth movement of rolling stock in BHEL Bhopal.

(Note: The Special terms and conditions given here supersede the relevant terms & conditions given in General Terms and Conditions & Instruction to tenderers).

1.0 INTRODUCTION

1.1 This section of the tender defines the scope of the contractor's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in "Instructions to Tenderers", "General terms and conditions" & "Technical Specifications".

1.2 In case of any conflicting provisions/discrepancies given in different sections of the tender following shall be the order of preference forming the basis for arriving at a conclusion:

- (a) Description in schedule of quantities of Price Schedule in conjunction with Technical Specifications
- (b) Special Conditions
- (c) Drawings
- (d) General terms & conditions

1.3 Brief Description of Project site: - The project site is located inside factory premises of BHEL Bhopal. BHEL, Bhopal is located approximately 8 km from Bhopal Railway Station. Nearest Airport is Raja Bhoj Airport located at a distance of 20 km from BHEL Bhopal.

The bidders are advised to take into account, all factors and any fluctuations in the market rates etc having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission for proper assessment of site and its working condition.

2.0 SCOPE OF WORK: -The scope of work under this contract shall broadly comprise but not be limiting to the following:

- 1. Replacement of old sleepers, crossing sleepers and PSC sleepers.
- 2. Clearing grass/ rank vegetation / trees and saplings along the length of railway track
- 3. Packing and alignment of Tracks to ensure smooth movement of Railway stock.

The scope is only tentative and shall also include all associated & enabling works including the cost of labour, tools & tackles and materials except for those to be provided by BHEL free of cost or on chargeable basis as mentioned in the schedule.

3.0 COMPLETION SCHEDULE:

3.1 On intimation by BHEL through Fax or E-Mail for issue of LOI, the contractor has to immediately act upon for completing the formalities of signing of agreement along with deposition of initial security deposit within time specified in LOI. The contractor has to plan in parallel for initial mobilization of resources so as to commence the work by the date of commencement as specified in the work order (which is usually 15 days from the date of issue of LOI). Upon commencement of work, the contractor may be required to augment the resource as per the need of the work/ project.

3.2 The total contract duration is 12 (Twelve) months from the date as stipulated in the Work Order.

3.3 Periodic review shall be undertaken to monitor the progress of work.

3.4 If the work is not executed or partly executed within the agreed execution period or progress of work found to be unsatisfactory during intermittent review of progress, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. For invoking this clause BHEL shall issue a notice in writing to the contractor for expediting the progress of work suggesting measures to be taken up by the contractor. In case of failure on the part of contractor with respect to compliance of suggested measures within time frame specified in the notice (in general it is 15 days) BHEL shall be free to undertake works (part/full) at contractor's risk & cost. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

4.0 QUANTITY VARIATION AND CONTRACT VALUE ADJUSTMENT: -The quantities shown in the price schedule/BOQ may vary to any extent as per the requirement of the project/ work envisaged under the scope. BHEL also reserve the right to add or delete items depending upon the requirement during the course of execution. For such addition or deletion or quantity variation, the Contract price shall be adjusted based on the awarded unit rate, which shall be valid for a variation of $\pm 10\%$ of the total contract value.

5.0 PENALTY FOR DELAY -

(a) **For Contract Agreement: -**

After issuance of LOI, the contractor has to complete all the required formalities and execute the contract agreement in time as stipulated in LOI failing which penalty as mentioned in Annexure-Y shall be imposed.

(b) **For work Execution period: -**

Monthly manpower requirement shall be given by the Engineer-In-charge as per actual assessment of volume of work in the log book / site order book maintained by the contractor. This requirement shall be given 10 days prior to commencement of work to the contractor by the Engineer- incharge. It shall be the responsibility of the contractor to deploy that number of mandays in the stretch of the working month. If the contractor fails to deploy the stipulated mandays during that period, measurement of mandays shall be done as per actual deployment and penalty for shortfall of each manday shall be done as per the following:

Sr. No	Type of workmen	Penalty per manday of short-deployment
1	Semi-Skilled worker	Rs. 127.00
2	Un-Skilled worker	Rs. 116.25

However, the overall penalty shall not exceed 10% of the awarded contract value.

6.0 EXTENSION FOR DELAY: - If the works be delayed due to

- (i) Force majeure (Refer General Terms & Conditions) or
- (ii) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- (iii) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work. Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay or 15 days before the contract completion date whichever is later. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work. In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 (three) month of the date of receipt of such request by the Engineer-in-charge.

7.0 CONTRACTOR'S SUPERVISION: -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.

8.0 QUALITY & WORKMANSHIP OF EXECUTIONS: - The work, as envisaged in the scope of work shall be executed as per CPWD's work specifications and other detailed specification for Non- Scheduled items. In case where specification for execution of work is not available, the work shall be executed as per the best prevailing Engineering practices.

Below- par execution of work owing to poor workmanship, usage of inferior input material or improper machine & tools by the contractor shall not be accepted and the contractor shall be required to re-do the work without any extra cost to BHEL. In such eventuality the wasted free issue material shall be recovered from the contractor. No time extended owing to such rework shall be granted.

In case a substandard work (not conforming to specification) is accepted due to unavoidable reasons (to be decided by BHEL). Necessary deduction shall be effected from the amount payable to the work as decided by a departmental committee called QDRC (Quality Deficiency Review Committee) and the same shall be binding with contractor. This deduction shall no way be part of penalty on account of delay or any other reasons.

9.0 WARRANTY :- The defect liability period for the work executed shall be One years.

10.0 TAXES AND DUTIES:

- 10.1** Price quoted shall include all taxes / Duties / Royalties applicable as on date of submission of tender except **GST**.
- 10.2** GST (as applicable) shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution against submission of GST registration no and production of documentary proof of payment of GST to the concerned Govt. Department (as applicable).
- 10.3** No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.
- 10.4** Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the contractor.
- 10.5** Contractor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- 10.6** Contractor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
- 10.7** Contractor to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
- 10.8** Contractor to submit invoices compliant with GST invoice rules.
- 10.9** Contractor to comply with all statutory provisions as may be applicable at the time of dispatch /sale. Any additional financial liability to BHEL on account of non-compliance by contractors shall be borne by them and shall be adjusted/ recovered from the contractors. BHEL reserves the right to review the existing offers /

contacts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.

10.10 Contractor to ensure TAX INVOICE submission to BHEL.

10.11 In respect of cases where the liability to discharge GST in on BHEL under reverse charge mechanism, contractors have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the contractor on submission or delivery of material / services the same shall be passed on to them.

10.12 In respect of free issue material by BHEL, contractors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.

10.13 Contractors to provide the applicable HSN / SAC codes as called for in the enquiry.

10.14 As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL. Any disallowance of tax credit shall be recovered with interest from contractor bills when disallowance is attributable to contractor.

10.15 Any disallowance of tax will be recovered with interest from contractor when disallowance in attribute to the contractor.

10.16 Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

10.17 GST portion of the **invoice shall be released only upon:** -

(a) All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.

(b) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government

(c) Receipt of goods/services and Tax Invoice by BHEL and

(d) Confirmation of payment of GST thereon by contractor on GSTN portal.

(e) Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

(f) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

10.18 Payment to Contractor for GST portion will be released only after completion of above activity. GST portion of the final invoice shall be released on availment of ITC by BHEL based on GSTR 2A.

10.19 In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

10.20 Reverse Charge under GST

(a) In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

(b) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

10.21 Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

11.0 TERMS OF PAYMENT:

11.1 Progressive payment shall be made based on the actual measurements of works executed subject to the deductions towards income tax with surcharge, VAT or any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty/ LD, if applicable.

11.2 All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "K".

11.3 Payment of bills takes about 60 days from the date of submission of bills with all necessary documents (such as wage sheets, PF & ESI Challan, invoice, form VIA/VIB etc.) duly verified by Site Engineer.

11.4 While every endeavor will make by BHEL cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation/extra payment/over Turn on this account. No interest payable on any amount due to the contractor.

11.5 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.

Note: Advance Payment – BHEL does not give advance of any kind as a policy.

12.0 EXTRA/ADDITIONAL ITEMS OF WORK:

12.1 Any **NEW ITEM** of work which is not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work then it will come under the ambit of Extra Item of Work. In case such extra item is executed the rate for the same shall be determined in the following ways and in the same priority:

(a) In case such extra item is contained in CPWD DSR 2012, the rate of such item shall be same as given in DSR 2012 with percentage above/below as determined by the department based on total amount quoted

by the successful bidder. The percentage above / below shall be determined only for arriving extra item(s) are as follows

Total estimated amount of DSR items = X

Total quoted amount of DSR item based on quoted amount = Y

Now, % above / below (Z) = $\frac{(Y-X)}{X} \times 100$

This calculated % (Z) shall be used for deriving rate of item(s) consisted in DSR for extra item approval.

- (b) In case determination of rate of extra item is not possible by manner described above, the rate for extra item shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with allowable wastage as per standard practice), deployment of labours and other incidentals with 15% as contractor's premium and over heads. For this purpose the contractor has to maintain and produce proper record duly certified by the BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.
- 12.2** The contractor on receipt of drawings from BHEL shall inform within 15 +days' item to be executed as extra / additional item of work. The contractor shall also submit rate of such items as derived by the method at 9.1 (a) or (b) as may be applicable.
- 12.3** Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. In case the contractor suspends/stops the work on plea of non-settlement of claims/rate for extra work/items, BHEL reserves the right to get the balance work executed at contractor's risk & cost.
- 12.4** BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.
- 13.0 Suspension of Business dealing with BHEL:** - Non-fulfilment of any contractual obligations or obligations under the law with respect to contract execution by the contractor may lead to Suspension of business dealing (Hold or Banning) in accordance with extant guidelines on Suspension of Business Dealings with Suppliers/ Contractors of BHEL in addition to penal action already spelt out under different clauses of contract. Guidelines for suspension of business dealings with suppliers/contractors is available on website www.bhel.com.
- 14.0 Splitting of contract:** **Not Applicable**
- 15.0 Provision of Bonus:** - Early completion of work is acceptable by BHEL. However, no reward/bonus on any early closure shall be admissible.
- 16.0 Over Run Compensation (ORC):** -While every endeavour shall be made by BHEL cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation/extra payment/over run compensation on this account.
- 17.0 Price Variation Compensation (PVC):** - The amount quoted by the contractor shall be firm throughout the contract period or extension thereof. Hence no PVC shall be applicable in this contract.
- 18.0 Compensation in case of death / Permanent incapacitation of person:** - The clause shall be applicable for the contracts having contract value of **Rs. 5.0 lakhs or more as under:**
BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- (a) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- (b) **Accident :** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services , repairs and maintenance , trouble shooting , serving , overhaul , renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices / townships and premises/ Project Sites.
- (c) Compensation in respect of each of the victims:
- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/- (Rs. Ten Lakh)
- (ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh)
- (d) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

ANNEXURE - Y

(Statement of Rate of penalty against non-completion of formalities of contract agreement by tenderers in time)

S.N.	Contract Value (Rs.)	Originally Stipulated contract period	Rate of penalty per day delayed (Rs.)
(1)	(2)	(3)	(4)
1	Up to 5.00 Lakhs	<_ 6 months > 6 months <_ 2 year > 2 years	535.71 267.86 133.93
2	500001.00	<_ 6 months > 6 months <_ 2 year > 2 years	535.72 267.86 133.93
	1000000.00	<_ 6 months > 6 months <_ 2 year > 2 years	1071.43 535.71 267.86
3	1000001.00	<_ 6 months > 6 months <_ 2 year > 2 years	1071.43 535.71 267.86
	2000000.00	<_ 6 months > 6 months <_ 2 year > 2 years	2142.86 1071.43 535.71
4	2000001.00	<_ 6 months > 6 months <_ 2 year > 2 years	2142.86 1071.43 535.71
	3000000.00	<_ 6 months > 6 months <_ 2 year > 2 years	3214.29 1607.14 803.57
5	3000001.00	<_ 6 months > 6 months <_ 2 year > 2 years	3214.29 1607.14 803.57
	5000000.00	<_ 6 months > 6 months <_ 2 year > 2 years	5357.14 2678.57 1339.29
6	5000001.00	<_ 6 months > 6 months <_ 2 year > 2 years	5357.14 2678.57 1339.29
	7500000.00	<_ 6 months > 6 months <_ 2 year > 2 years	8035.71 4017.86 2008.93
7	7500001.00	<_ 6 months > 6 months <_ 2 year > 2 years	8035.72 4017.86 2008.93
	10000000.00	<_ 6 months > 6 months <_ 2 year > 2 years	10714.29 5357.14 2678.57
8	Above 100.00 lakh	<_ 6 months > 6 months <_ 2 year > 2 years	10714.29 5357.14 2678.57

Note :-

- 1). Rate of penalty per day delayed has been worked out as 75% of the corresponding value of LD as indicated in clause 32 and 32.1, page 24 of the then prevailing GCC booklet, at the time of getting the approval from the competent authority.
- 2). Rate of penalty for an intermediate contract value shall be worked out in similar fashion through interpolation.