

TENDER

(Tender Reference No. - **MED/01/25-26**)

FOR

**PAINTING WORKS OF METALLIC FURNITURES OF
KASTURBA HOSPITAL, BHEL, BHOPAL.**

TENDER

(Tender Reference No. **MED/01/25-26**)

FOR

**PAINTING WORKS OF METALLIC FURNITURE OF
KASTURBA HOSPITAL, BHEL, BHOPAL.**

TECHNICAL BID

**THIS PART IS TO BE FILLED IN WHEREVER
NECESSARY,**

SIGNED WITH DATE AND WITH COMPANY SEAL AND

**SUBMITTED AS PART - I OF THIS TENDER IN AS
TECHNICAL BID**



NOTICE INVITING TENDER

KASTURBA HOSPITAL, BHEL Bhopal invites bid on in two part (**Part-I: Techno-commercial Bid; Part-II: Price Bid**) for following work from experienced and financially sound bidders as per Terms and Conditions in the tender document:

Tender Reference No	MED/01/25-26
1) Name of work	Painting Work of Metallic furnitures of Kasturba Hospital, BHEL Bhopal.
2) Estimated Cost of Work	As per Schedule "A" (Excluding GST)
3) Completion Period	150 days Or Exhaustion of Contract amount, whichever is earlier.
4) Statutory Requirement	(i) Bidder must possess PAN & GSTIN Registration Certificate (as applicable). Copy of PAN card and GSTIN should be enclosed along with the offer. (ii) PF & ESI Nos. are statutory requirements. Copy of PF & ESI certificates should be enclosed along with the offer.
5) Earnest Money	Rs 7562/- The EMD shall be accepted in any of the following modes:- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening). (ii) Electronic fund transfer credited in BHEL account (before tender opening). Fund transfer in e-mode shall be through NEFT/RTGS/Net-banking/POS/SB COLLECT etc. The online receipt shall be enclosed in techno-commercial bid. For NEFT/RTGS payment, refer bank details as per Annexure "X" of tender document. For SB Collect/Net Banking payment, follow the link mentioned at sr. no. 7(ii) of NIT sheet. (iii) Banker's Cheque/Pay order/Demand Draft in favour of BHEL (along with offer). (iv) Fixed Deposit Receipt (FDR) issued by scheduled banks/public financial institutions as defined in the Companies Act (FDR shall be in the name of contractor, a/c BHEL) (along with offer). (v) Insurance Surety Bonds In addition to the above, the EMD amount in excess of Rs 2.00 lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The bank guarantee in such cases shall be valid for at least 6 months (along with offer). Contractors/sub-contractors/vendors to provide the Bank Guarantees through SFMS Banks, which are SFMS Compliant. In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank, which is SFMS Compliant, BHEL may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand.

	However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be submitted. Charges of SFMS, if any shall be borne by vendors. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.
6) Penalty Clause	As per clause 29 of General terms and conditions of tender.
7) Other information	i) <u>Benefit under Public Procurement Policy for MSEs, order 2012 in regard of EMD, Experience and other benefits is not applicable in this tender.</u>

NOTE:

1. For detail, refer tender documents.
2. **BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action by BHEL.**
3. Bidder shall provide an undertaking mentioning as per Annexure- C :-

"Services offered by me/us meets the local content requirement for 'Class-I Local Supplier' with local content equal to or more than 50%."

AGM(HOSPITAL ADMINISTRATION)

KASTURBA HOSPITAL

BHEL BHOPAL

Ph: 0755-2505331/2505399

TECHNICAL BID

Tender Reference No. MED/01/25-26

FOR

**PAINTING WORKS OF METALLIC FURNITURE OF
KASTURBA HOSPITAL, BHEL , BHOPAL.**

SECTION – II

INSTRUCTIONS TO TENDERERS





BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
INSTRUCTIONS TO BIDDERS

Tender Reference No. MED/01/25-26

NAME OF WORK: - **Painting works of Metallic Furniture of Kasturba Hospital, BHEL, Bhopal.**

1.0 The bid is invited in two parts viz. Part-I: Techno-commercial Bid; Part-II: Price Bid.

- 1.1 Part-I (Techno-commercial) Bid :** Techno-commercial bid should contain documents in the same order 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 (if applicable)
 - 1.1.4** EMD in the prescribed form as mentioned in NIT
 - 1.1.5** No deviation certificate- Technical-ANNEXURE-E
 - 1.1.6** No deviation certificate- Commercial-ANNEXURE-F
 - 1.1.7** Certificate conforming knowledge about site conditions – ANNEXURE - G
 - 1.1.8** This bid document, each page signed and stamped with all tables/Declaration forms/information sheets (Annexure A to Annexure K) duly filled in legible writing
 - 1.1.9** An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender
 - 1.1.10** Type of Firm with supporting documents
 - 1.1.10.1** IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.
 - 1.1.10.2** IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/ Instrument of Partnership duly certified by a Notary Public shall be enclosed.
 - 1.1.10.3** IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
 - 1.1.11** Human Resource totally available with the bidder with organisation structure.
 - 1.1.12** Photocopy of PAN card in which PAN is readable.
 - 1.1.13** Copy of GSTIN Registration Certificate.
 - 1.1.14** Copy of Provident Fund Number issued by RPFC if already possessed by bidder.(as applicable)
 - 1.1.15** Copy of ESI Registration Number if already possessed by bidder. (as applicable)

Note:

- (i) Any deviation written elsewhere 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) The bidder should not give their price offer in Techno-commercial Bid. The techno-commercial bid containing price offer shall be rejected.

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

2.0 The tender shall be submitted on or before the time & date specified in NIT.

The offer may please be sent in name of AGM (Hospital Administration) to the following address:

Tender Room,
Ground Floor,
Administrative Building, BHEL,
Piplani, Bhopal- 462022

latest by 16/10/2025 at 11:00 AM and the technical bid will be opened on the same day at 2:00 PM for which the tender should be dropped in Tender Box for Works Contract placed in Tender Room, Ground Floor, Administrative Building, BHEL Bhopal.

3.0 Price bids will be opened for those bidders who are found to qualify after scrutiny of techno-commercial bid part – I.



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INSTRUCTIONS TO BIDDERS

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The tenderer shall closely peruse all the clauses, specifications indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer. Should the tenderer require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender atleast 3 days prior to the date of opening of tender. **No deviation w.r.t. terms & conditions of the tender are acceptable.**

- 4.0** 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.
- 5.0** The Tender is for Pinting of Metallic furnitures of Kasturba Hospital, BHEL Bhopal. 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 access the scope of work and other prevalent conditions, facilities available etc. and furnish the certificate as per enclosed Annexure "G". No claim will be entertained later on grounds of lack of knowledge. Successfull bidders have to execute the work without any disturbance to the normal day to day schedule of the Hospital and in accordance of the Instructions issued (in case any) from Matron-In -Charge.
- 6.0** 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 Unpriced 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.
- 7.0** 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 contractor 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 totalling in the amount column and in carrying forward totals shall be corrected.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 8.0** In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit discount/revised offer, but the revised offer should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of discount/revised offers. If the revised tendered amount of two or more contractors received after discount/revised offer is again found to be equal, the lowest tender among such contractors, shall be decided by toss/draw of lots in presence of finance representative, tendering authority & the lowest contractors those have quoted equal amount of their tenders.
- 9.0** **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 interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid. Else bid shall be liable for rejection. All overwritings/cuttings etc. will be numbered by bid opening officials and announced during bid opening..**



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10.0 The tenderer shall give full information in respect of the following: -

- 10.1** Permanent Account Number as allotted by the Income Tax Department.
- 10.2** GSTIN Registration Certificate.
- 10.3** Proforma enclosed as per Annexure - 'C'.
- 10.4** An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
- 10.5** Declaration sheet as per proforma at Annexure - 'D'.
- 10.6** Check list and schedule of general particulars, duly filled in, signed and stamped as per Annexure-'B'.
- 10.7** PF code number allotted by the Regional Provident Commissioner & ESI Number.

Note: - 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.

11.0 The offer shall be kept open for acceptance for a period of **120 days** 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.

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 likely to be rejected.

14.0 Conditional and unsigned 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.

17.0 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, recognise such Power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

16.0 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.

17.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

18.0 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.



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- 19.0** 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.
- 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** Responsibility of authenticity of documents submitted by the tenderer lies totally with them. If at any stage it is found that any document submitted by them is not authentic then BHEL will take any action against the tenderer as deemed fit. The tenderer will be wholly responsible for such resulting action.



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INSTRUCTIONS TO BIDDERS

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ANNEXURE "A"

OFFER OF THE CONTRACTOR

**AGM(HOSPITAL ADMINISTRATION),
HABIBGANJ, KASTURBA HOSPITAL
BHEL BHOPAL-462024**

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. (NIT No.) **Tender Reference No. MED/01/25-26** 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. Scope of Work
6. Price Schedule

I/We have deposited / forwarded here with the Earnest Money deposit. Details of 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 obtain and submit Central Labour License as per prevailing rules after award of Work/LOI.

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.

Signature of the Tenderer
Address

PLACE:
DATE:



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
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ANNEXURE - "B"

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

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

1.	Name & Address of the Bidder		
2.	Email Address		
3.	Contact Details	PhoneNo. (Office)	
		Mobile No	
		Fax No	
4.	Name & designation of the official of the tenderer to whom all the references shall be made		
5.	Bidder's proposal No. & date		
6.	Whether Tender Fee submitted (if applicable) Please give details.		
7.	Whether EMD submitted Please give details.		
8.	Validity of offer / rates quoted for 120 days from the date of opening of techno-commercial bid.	Yes / No	
9.	PAN No. (Photocopy enclosed)	Yes / No (PAN NO. ----- ---)	
10.	P.F. Code No (photocopy enclosed.)	Yes / No (PF NO. ----- ---)	
11.	ESI No. (photocopy enclosed)	Yes / No (ESI NO. ----- -----)	
12.	GSTIN (photocopy enclosed)	Yes / No (GSTI NO. ----- -----)	
13.	Attested copy of power of attorney	Yes / No	
14.	Details about type of the firm with relevant supporting document	Yes / No	
15.	Declaration sheet (in the format Annexure - "D")	Yes / No	
16.	Whether signed copy of tender document submitted.	Yes/No	
17.	No Deviation Filled (Technical) as per Annexure "E"	Yes / No	
18.	No Deviation Filled (Commercial) as per Annexure "F"	Yes / No	
19.	Certificate conforming knowledge about site condition as per Annexure "G"	Yes / No	
20.	Declaration by vendor as per Annexure "H"	Yes / No	
21.	Services offered by me/us meets the local content requirement for 'Class-I Local Supplier' with local content equal to or more than 50% (As per PPP-MII, Order 2017), As per Annexure-C	Yes / No	



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
INSTRUCTIONS TO BIDDERS

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ANNEXURE – "C"

To,

BHARAT HEAVY ELECTRICALS LIMITED
BHOPAL

SUB: - CERTIFICATE IN LINE WITH GOVERNMENT PUBLIC PROCUREMENT ORDER NO.
P-45021/2/2017-BE-II DATED 15.06.2017 TO P-45021/2/2017-PP (BE-II) DATED 28.05.2018.

WITH REFERENCE TO THE ABOVE ORDERS OF GOVT. OF INDIA, WE M/S
.....(name &
address), HEREBY SELF-CERTIFY THAT THE PERCENTAGE LOCAL CONTENT IN THE
SERVICES/MATERIALS USED IN THIS TENDER/ NIT. NO. **MED/01/25-26** IS MORE THAN
..... % .

Seal and Sign Bidder



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
INSTRUCTIONS TO BIDDERS

Tender Reference No. MED/01/25-26

DECLARATION SHEET

ANNEXURE – "D"

I / We, (NAME OF THE FIRM)
..... hereby certify that, all the information and data furnished by me / us
with regard to this Tender Specification (Tender Reference No.) **MED/01/25-26** 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 authorised 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 authorised to communicate the same or use the information in any
manner prejudicial to the safety of the same.

Tenderer's Name & Address:

Name & signature of the bidder
(Seal)

**BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL****KASTURBA HOSPITAL, BHEL BHOPAL****INSTRUCTIONS TO BIDDERS**

Tender Reference No. MED/01/25-26

ANNEXURE – "E"**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 – "F"**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				

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Contractor



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
INSTRUCTIONS TO BIDDERS

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ANNEXURE – "G"

**CERTIFICATE CONFORMING KNOWLEDGE
ABOUT SITE CONDITION**

Tender Reference No. MED/01/25-26

We, M/S

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

We assure that we shall strictly comply with the working schedule and the criticality of area of work allotted to us as per instructions from Hospital Administration/Matron In Charge and that work will be performed smoothly without any disturbance/Hinderance to the Normal schedule of the Kasturba Hospital.

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.

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE "H"

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)



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
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ANNEXURE "I"

We confirm that (contractor) M/S.....has completed work.....for M/S..... vide Work Order No..... dated....., for the period from..... to..... and completion certificate Ref..... dated..... We also confirm that (contractor) M/S..... has received payment against the above WO and the same is recorded in book of accounts.

Sign & Seal of CA
FRN NO
UDIN NO

If any of the information given in tender to qualify, found incorrect or false then BHEL may out rightly reject this offer and may also consider debarring us from participation in subsequent tenders.

Contractor's Name :
Address :
Phone No. :
Email:

Signature & Seal of Bidder

ANNEXURE "J"

DECLARATION SHEET

I / We, hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the scope of work, ATC in detail and agree to comply with the requirements and intent of specification, without any deviation.

I/We confirm that none of our group concern or affiliates etc., appears on the list of banned firms /companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of Service Provider/such group concern or affiliate etc. are involved with such company.

I/We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Bhopal or any other BHEL Unit or any PSU/Government organization.

I / We, further certify that I / we am / are the duly authorized representative(s) of the under mentioned Bidder and a valid power of attorney to this effect is also enclosed.

Name & signature of the bidder
(Seal)



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
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ANNEXURE "k"

DECLARATION BY THE CONTRACTOR

I, Shri _____, owner of M/S _____,
hereby declare that I do not have any relations, as specified below, in the (dept name), BHEL
Bhopal

I hereby authorize BHEL to cancel my tender, if this statement is found wrong, i.e. if it is found that
any of my relatives, as defined below is found to be working in any of the division(division/dept
name):

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband
24. Brother's wife
25. Sister (including step-sister)
26. Sister's husband

I also understand that in such case, following action may be taken against my company: -

1. Termination of contract.
2. Disqualification/debarring from all future contracts

I also, promise neither try to influence, chase or interfere into the working of BHEL officials
nor engage BHEL employee or any other third person for the same. In case such incident
does occur, it may lead to my disqualification/debarring from the contract.

Signature and Seal of the Bidder



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
GENERAL TERMS & CONDITIONS
Tender Reference No. MED/01/25-26

TECHNICAL BID

Tender Reference No. MED/01/25-26

FOR

**PAINTING WORKS OF METALLIC FURNITURE OF KASTURBA
HOSPITAL, BHEL, BHOPAL.**

SECTION – III

GENERAL TERMS AND CONDITIONS





BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
GENERAL TERMS & CONDITIONS
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**NAME OF WORK: PAINTING WORKS OF METALLIC
FURNITURE OF KASTURBA HOSPITAL, BHEL, BHOPAL.**

1.0 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby 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 office at Piplani, Bhopal - 462022 or its authorised Officers or its Engineers or other employees authorised 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 Engineering officer appointed by the undertaking or his duly authorised representative who shall direct, supervise and be in charge of the works for purposes of this contract.



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- 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 lightning 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 use or 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 overheads and profit. (As per CPWD Norms).
- 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 Secrecy of Tender Documents** 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. None of these documents shall be used by the contractor for any purpose other than that of this contract. The unsuccessful tenderer shall return all the drawings / documents given to them.
- 4.0 Works to be carried out** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours



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necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**5.0 Sufficiency of
Tender**

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

**6.0 Discrepancies
And Adjustment
Of Errors**

- i. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- ii. In case of any conflicting provisions/discrepancy 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
 - b. Technical Specifications
 - c. Special Conditions if any
 - d. General terms & conditions
- iii. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.



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CLAUSES OF CONTRACT

CLAUSE 1	EARNEST MONEY
(i)	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in full. The EMD shall be accepted in any of the following modes:- (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening). (b) Electronic fund transfer credited in BHEL account (before tender opening). Fund transfer in e-mode shall be through NEFT/RTGS/Net-banking/POS/SB COLLECT etc. The online receipt shall be enclosed in techno-commercial bid. For NEFT/RTGS payment, refer bank details as per Annexure "X" of tender document. For SB Collect/Net Banking payment, follow the link mentioned at sr. no. 9(ii) of NIT sheet. (c) Banker's Cheque/Pay order/Demand Draft in favour of BHEL (along with offer). (d) Fixed Deposit Receipt (FDR) issued by scheduled banks/public financial institutions as defined in the Companies Act (FDR shall be in the name of contractor, a/c BHEL) (along with offer). (e) Insurance Surety Bonds In addition to the above, the EMD amount in excess of Rs 2.00 lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The bank guarantee in such cases shall be valid for at least 6 months (along with offer). Contractors/sub-contractors/vendors to provide the Bank Guarantees through SFMS Banks, which are SFMS Compliant. In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank, which is SFMS Compliant, BHEL may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand. However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be submitted. Charges of SFMS, if any shall be borne by vendors. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered. (ii) The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit. (iii) In the case of unsuccessful tenderer, the Earnest Money will be refunded after finalisation of the tender and acceptance of award of work by successful bidder. (iv) BHEL reserves the right of forfeiture of Earnest Money Deposit if: a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. b) The tenderer Fails to submit 50% of the total security deposit before start of work if so warranted. c) The tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI/contract is silent in this regard, it will be within 15 days after award of work. d) 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.



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CLAUSE 2	SECURITY DEPOSIT
i)	Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit, after adjusting the amount of Earnest Money duly deposited with the Tender, within the time specified in the letter of intent for satisfactory completion of work.
ii)	The total amount of Security Deposit will be 5% of the contract value . EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
iii)	The security deposit, calculated as above shall be deposited within 15 days from the date of issue of letter of intent but before the start of work in any one of the following forms. • E-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.) For NEFT/RTGS payment, refer bank details as per Annexure "X". • Securities available from Post offices such as National Savings Certificates, KisanVikasPatras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back). • 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 "B". The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure "C". Contractors/sub-contractors/vendors to provide the Bank Guarantees through SFMS Banks, which are SFMS Compliant. In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank, which is SFMS Compliant, BHEL may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand. However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be submitted. Charges of SFMS, if any shall be borne by vendors. • Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back. • Insurance Surety Bonds
iv)	Validity of the Bank Guarantee furnished towards Security Deposit under clause 2 (iii) above, shall be valid up to the period of completion of work as stipulated in the Letter of Intent plus 03 (three) months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Warrantee/Defect Liability period.
v)	If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
vi)	In case a Fixed Deposit Receipt of any bank is furnished by the Contractor to BHEL as part of the Security deposit and the bank goes into liquidation or for any other reason is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall be borne by the Contractor and the Contractor shall forthwith or on demand furnish additional security to BHEL to make good the deficit.
Collection of security Deposit :	
• 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	



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gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- 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.

CLAUSE 3 RETURN OF SECURITY DEPOSIT

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released along with final bill to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. Balance half of the amount of security deposits will be released only after the defect liability period is over. In case contractors wants refund of total security money deposited by him along with final bill, the contractor will have to submit a BG of an amount equivalent to 50% of the total security deposit at the time of final bill with validity up to the expiry of Warrantee period + 3 months claim period.

CLAUSE 4 SIGNING OF AGREEMENT

After issuance of LOI, the Contractor shall have to complete all the required formalities & will be required to sign a contract with BHEL on Non-judicial stamp paper as per Annexure - "A-1" in time as stipulated in LOI. The cost towards agreement shall be borne by the contractor.

CLAUSE 5 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.

CLAUSE 6 COMMENCEMENT & COMPLETION OF WORK

- The contractor shall commence the work within the time indicated in the Letter of Intent/WO and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.
- At the time of mobilisation of work at site, the contractor is required to submit the Copies of following documents to Hospital Administrator for verification:
 - BG as per contract.
 - Contract Agreement
 - Indemnity Bond
 - Valid Insurance Policy covering third party liability, workmen compensation & tool & tackles brought to site.
 - Proper Labour Licence.
 - Work force deployment schedule for posting to site.
 - Detail work schedule (L-3 network)
- 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.



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- iv. 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.
- v. All the works shall be carried out under the direction and to the satisfaction of BHEL. The work executed under the contract, shall be taken over by BHEL when it has been completed in all respects & site is made clear.

CLAUSE 7

WORK EXECUTION & SCHEDULE

- i. 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.
- ii. In case the contractor requires any clarifications, conditions, etc., the Hospital Administrator shall be contacted.
- iii. 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 Hospital Administrator 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, organise 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.
- iv. 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.
- v. On final completion of work the contractor shall submit the construction completion certificate, and obtain approval from BHEL.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.

CLAUSE 8

METHOD OF WORKMANSHIP



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- i) All work shall be performed in a first class, neat and good workmanship manner by technical staff skilled in the trade involved.
- ii) The Painting work of metallic furnitures shall be carried out in such a manner as to preserve access to other facilities already in place.
- iii) 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 Hospital Administrator.
- iv) 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.

CLAUSE 9 INTEREST CHARGES

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

CLAUSE 10 PROGRESS REPORT & FIELD OFFICE RECORD

- i. 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.
- ii. 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.

CLAUSE 11 MEASUREMENT OF WORK

- i. Before taking any measurement of any work, the Hospital Administrator 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 Hospital Administrator then in such event the measurements taken by the Hospital Administrator 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- vii. Measurements shall be taken jointly by persons duly authorised by BHEL and the contractor. Passing of bills covered by such measurement does not amount to acceptance of the



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viii.	completion of the work measured by BHEL. Any left out work has to be completed by the contractor, as directed. 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.
CLAUSE 12	PAYMENT OF RUNNING/INTERIM BILLS
i. ii. iii. iv.	Contractors shall submit the bill on monthly basis. Payment will be made basis of on number of Metallic furnitures painted by contractor as per rates obtained from price schedule. Running bills/final bill shall be supported with copies of wage sheets, PF as well as ESI challans in addition to other formats as per BHEL's standard practice. The contract should be allowed to submit ESI challan of current month and PF challan of previous month for clearance of their bills with the condition that they make wage payment before 7 th day of month. Any amount recoverable from the contractor shall be adjusted against SD. Payment of running bills shall be made within 60 days from the date of submission of bills (by the contractor) duly verified by Site Engineer.
CLAUSE 13	PAYMENT OF FINAL BILL
i) ii) a) b)	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 final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Hospital Administrator whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Hospital Administrator, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Hospital Administrator or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials. If the Tendered value of work is up to Rs. 15 lac : 3 months. If the Tendered value of work exceeds Rs. 15 lac : 6 months.
CLAUSE 14	OVERPAYMENTS & UNDERPAYMENTS
i) ii) iii)	Whenever any claim for the payment of a sum of money to the Company/Corporation arises out of or under this Contract against the Contractor the same may be deducted by the Company/Corporation from any sum than due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with the Company/Corporation of from any other sum due to the Contractor from the Company/Corporation (which may be available with the company/Corporation) or from his security deposit, or he shall pay the claim on demand. The Company/Corporation reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting, vouchers, abstrates, etc. the Company/Corporation further reserve the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill be included by one of the parties as an item of dispute before an arbitrator appointed under Condition vide clause 41 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration a ward. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the



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Contract, it shall be recovered by the Company/Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by the Company/Corporation.

- iv) Provided that the aforesaid right of the Company/Corporation to adjust overpayments against amounts due to the Contractor under any other Contract with the Company/Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the Final bill is a MINUS bill, from the date amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- v) Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Company/Corporation on any other Contractor or account whatsoever.

CLAUSE 15 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation as below:

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 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 take the action as per clause No 16A of General terms and Conditions of this Tender.

To terminate the contract at its discretion at any point of time with one month notice period without assigning any reason thereof and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in any event of the followings:-

- a) Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
- b) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- c) In case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- d) The bidders offer may be rejected based on unsatisfactory past performance, default on earlier occasions in their contractual obligation & statutory obligation in any of the contracts of BHEL Bhopal or any of its units.
- e) Terminate the contract without advance notice depending upon the severity of the case for non compliance/ violation/ contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time. BHEL may also initiate action for suspension of business dealings with the contractor in the event of failure on his part to discharge his contractual obligation based on the severity of the default.

CLAUSE 16A BREACH OF CONTRACT

Violation/Non-fulfilment of any terms and conditions laid down in the contract shall be termed as Breach of Contract.

In case of breach of contract, wherever the value of security instruments like performance bank guarantee/Security Deposit available with BHEL against the said contract is atleast 10% of the



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contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied separately as per provisions of the contract.

CLAUSE 16B TERMINATION OF CONTRACT

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 as per clause 16A of General Terms & Conditions in addition to liquidated damages in the event of following after giving a show cause notice with notice period of 15 days:

- i. Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
- ii. Corrupt act of the contractor.
- iii. Insolvency of the contractor. Persistence disregard of the instructions of BHEL. Assignment, transfer, subletting of the contract work without BHEL's written permission. Non-fulfilment of any contractual obligations or obligations under the law.

CLAUSE 16C RECOVERY/ PENALTY

- i) 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.
- ii) 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.
- iii) 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 contractors failure to fulfil any of his obligations.
- iv) 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.

CLAUSE 16D RESTRICT OR INCREASE THE WORK

- i) 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.
- ii) While every endeavour 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/overrun on this account.
- iii) In the event of any dispute of technical nature, the decision of BHEL Engineer shall be final and binding on the Contractor.

CLAUSE 17A SUSPENSION OF WORK

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

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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.

CLAUSE 17B SHORT CLOSURE OF CONTRACT

BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

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 Hospital Administrator 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 contractors permanent store or to his other works whichever is less shall be payable.
- (d) Reasonable compensation for transfer of T & P 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.

CLAUSE 18 EXTENSION FOR DELAY

If the works be delayed due to

- a) Force majeure or
- b) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c) 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. 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 Hospital Administrator, 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 Hospital Administrator in writing, within 3 (three) month of the date of receipt of such request by the Hospital Administrator.

CLAUSE 19 FORCE MAJEURE



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- (a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which no contractor has any control.
- (b) In such cases, firm shall resume their operations, after reasonable and mutually agreed time.
- (c) 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.

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.

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

CLAUSE 20	INSURANCE
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- 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 BHEL Kasturba Hospital Premise and all the Rules and Regulations 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.

CLAUSE 21	REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN THE PAST
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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. Organisation.

CLAUSE 22	TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR
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Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Hospital Administrator



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on behalf of the BHEL shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 23

INSPECTION & APPROVAL

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

CLAUSE 24

REMOVAL OF WORKMEN

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

CLAUSE 25

LAND OF BHEL(Only if applicable)

- i) Land belonging to BHEL shall not be occupied by the contractor without the written permission of BHEL.
- ii) **PERMANENT BENCH MARKS:-** Where ever 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.

CLAUSE 26

CONTRACTOR TO KEEP SITE CLEAN

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 Hospital Administrator. 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.

CLAUSE 27

RESPONSIBILITY FOR CORRECTNESS & QUALITY OF WORK

- i) 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. If during the progress of work or supply of material, BHEL notifies in writing to the contractor that the contractor has constructed unsound or imperfect, or has supplied any material inferior in quality to that specified, the



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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 work or part of work 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 work or part of work 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 work 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 work, 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 work so replaced and also to repay any sum paid by BHEL to the contractor in respect of such defective work.

- ii) 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.

CLAUSE 28 DEFECT LIABILITY PERIOD/WARRANTY

- i) **The warranty period/Defect Liability Period for the work executed shall be for a period as mentioned in relevant clause of Special Terms & Conditions from the completion of total work envisaged under the scope.**
- ii) In case of any deficiencies in the erection/ workmanship, which is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost and provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of 6 months from the date of such replacement or renewal or the expiration of the original warranty period whichever is later. The repairs of the defective work shall be done by the contractor within a reasonable time to be decided mutually with the BHEL. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 30 days' notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL may have against the contractor in respect of such defects. The new warranty after repairs shall be for 6 months from the date of commissioning or original warranty whichever is later.
- iii) During warranty period the contractor shall be liable to repair, rectify or replace any defects that may develop in the works executed by them or their sub contractors arising from faulty workmanship. The contractor's obligation against the above clause shall be limited at contractor's option to replace or repair at contractors works or at site. All charges to remedy the defects shall be borne by the contractor.
- iv) The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under this clause.



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- v) For Faithful performance during warranty period security money as mentioned under Security Deposit & return of Security Deposit Clauses under GTC shall be retain upto the expiry of Warranty period plus 3 months claim period.

CLAUSE 29	PENALTY
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The total work under scope is to be completed within the contractual completion time. Required site availability, clearances etc in the scope of BHEL shall be made available to the contractor in time by BHEL. Delay in completion that may take place beyond contractual schedule OR any extension thereof for the reasons attributable to the contractor, shall be subjected to imposition of penalty as mentioned below subject to a maximum ceiling of 10% of the total contract value.

If originally stipulated contract period is upto 6 months - @ 1% of the total contract value per week of delay or part thereof.

Total contract value for this purpose, shall be the final executed value .

CLAUSE 30	STATUTORY COMPLIANCES TO BE ENSURED BY THE CONTRACTOR
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- a) Statutory Compliances are necessary. ***Non Compliances of statutory provisions may lead to cancellation of tender/blacklisting of contractor.*** 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. ShramKalyanNidhiAdhiniyam 1982, Payment of Bonus Act 1965, 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.
- b) The Contractor, in the event of the Contract engaging 20 or more workmen, 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.
- c) The contractor shall produce the following Registers and forms verified by the Executing Officer of the company. These are mandatory.
- Log Book/Measurement register
- | | |
|-------------|---|
| 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)). |



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- 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.
- d) The contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
 - e) 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.
 - f) The contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
 - g) 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.
 - h) All safety rules and codes are applicable to work shall be followed without any exception.
 - i) The contractor shall arrange to provide guards and prominently display caution notices, in unsafe and hazardous area.
 - j) The contractor shall be responsible for the provision of health and sanitary arrangements as described in the contract labour Regulations and Abolition Act, 1970.
 - k) The contractor shall be responsible for safety precautions as may be required for safe and satisfactory execution of the contract.
 - l) All safety rules and codes applied by BHEL 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.
 - m) The contractor shall make his own arrangement for proper accommodation including adequate medical facilities for the personnel employed by him.
 - n) 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.
 - o) 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.
 - p) 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.
 - q) 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



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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."

- r) 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.
- s) 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.
- t) Contractors shall submit following Certificate for each contract separately.
- u) "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).
- v) Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and submit the Digital Transfer receipt to the authorized representative of contract awarding dept. 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 through Digital Mode on date Cash payment for any work is not acceptable.

In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

- w) Contractor shall distribute wage slip to his employee one day before the last day of the month.
- x) 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..
- y) 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.
- z) Non - compliance of any provisions under the act/ rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- aa) 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.
In Case the ESI contribution of Contract Labor is not deposited / delayed, the contractor shall be responsible for bearing the Medical expenses of the Contract Labor/Dependent.
- bb) 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.



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- cc) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment's.
- dd) 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.
- ee) 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.
- ff) The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, Bhopal.
- gg) 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
- hh) The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
- ii) The contractor shall provide the required safety equipment labours engaged by him.
- jj) Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
- kk) The contractor shall be responsible to settle any grievances of the labour deployed by him.
- ll) **Wage and Wage sheet:** - Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entity shall not be a pre-condition for payment of wages. Complaints of short payments and non-payments of wages shall be viewed seriously and may result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spaces in wage sheet shall not be acceptable. If a contractor has two or more contracts, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF & ESI No of their workers on the wage sheet itself.
- mm) **PF & ESI:** - Contractors shall provide annual statement of PF to their workers to enable them to know their PF balance status. In case of change of contractor, the previous contractor shall immediately facilitate in filling of Form No 13 for smooth transfer of PF to the new Account. In case of termination of service of contract labour, Form No. 19 should be immediately filled by the contractor for settlement of PF dues. Before generating ESI No. for a contract labourer, the contractor should ensure that the labourer does not have an existing ESI nos. causing non continuity of insurance and thus denying benefits under the Act to the workers.
- nn) **Bonus:-** Bonus shall be payable to the workers as per Payment of Bonus Act 1965 or latest amendment, on actual basis for the contract period. If contract duration is less than one year, bonus payment should be made by the contractor before clearance of the last bill and has to submit proof of payment with the last bill of the contract. If contract period is more than one year, bonus payment should be made by the contractor annually and then only subsequent bill shall be cleared.
- oo) **Leave/Holiday:-** It is the responsibility of the contractor to give weekly-off and other holidays to his labourers as per the prevailing rules. He may, however, be required to depute labourers on all days including Sundays and other public holidays as per the instruction of Engineer-In-charge.
- pp) **Overtime:-** Maximum overtime permissible is 50 hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sunday, contractor should ensure that a weekly holiday is given to the worker.



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- qq) Contribution to welfare fund:-** Contractor should ensure that half yearly contribution to M.P. Labour Welfare Fund is deposited [@30/- {by contractor} per person and @ Rs. 10/- {by worker} per person] . Many welfare facilities like student scholarship, distribution of notebooks at subsidised rates, monetary help for daughter's marriage widow pension, vocational training etc. flow from this fund.
- rr) Inspections:** - During inspection (by PF/ESI or Labour authorities), contractors should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractors should provide correct and complete information of their workers to all the authorities. They should keep all the registers and forms updated.
- ss) Uniform & shoes** are to be provided necessarily to the contract labourers and this has to be ensured by the contractor. In case of non-compliance, bills will not be cleared/contractor shall be issued notice of Termination of Contract. Contractors should also ensure that their workers wear helmets and use necessary PPEs while at work.
- tt) Supervision:** - Contractor is required to supervise the work of his workers at workplace. If he is unable to do so, then he may deploy sufficient no. of supervisor who can supervise on his behalf. Contractor should provide at least one identified supervisor per shift for supervision of contract labour's work.
- uu) Wages** shall be paid through bank account for all contracts of 06 months or more duration.
- vv) 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.
- ww) 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.

CLAUSE 31 MATERIALS TO BE SUPPLIED BY THE BHEL

- i. No material shall be provided by the contractor under the contract.
- ii. **Material of required specification has to be brought by the contractor and all cost associated in painting work shall be the responsibility of bidder.**

CLAUSE 32 MATERIAL HANDLING AND STORAGE

- i. The contractor shall make all arrangements to Load, unload, handle, transport and store all materials at site in proper manner so as to avoid contamination and deterioration. The contractor shall make own arrangement for T & Ps. For storage, space shall be given by BHEL .

CLAUSE 33 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

1. The contractor shall, at his own expense, provide all materials, required for the.
 - 1.1. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Hospital Administrator to furnish proof, to the satisfaction of the same authority that the materials so comply.
 - 1.2. The contractor is expected to ensure all the payments towards applicable royalties paid to concerned authorities for different materials and also must submit the proof of payment as and when asked by the department.
 - 1.3. The contractor shall, at his own expense and without delay, supply to the Hospital Administrator ,Charge samples of materials to be used in the work and shall get these approved in advance. Any material brought to site in contravention of this condition shall be rejected forthwith and no payments shall be made.



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- 1.4. Hospital Administrator shall within seven days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Hospital Administrator for his approval, fresh samples complying with the specifications laid down in the contract.
- 1.5. The Hospital Administrator shall have full powers to require the removal of any or all of the materials brought to Site by the Contractor from the premises which in his opinion are not in accordance with the specifications and in case of default, the Hospital Administrator shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Hospital Administrator shall also have full powers to procure other proper materials to be substituted for rejected material and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs which may attend such removal and/or substitution shall be borne by the Contractor.
- 1.6. In case of use of material not conforming to the specification in the work carried out by Contractor, the department shall have the right to reject it out rightly or accepted with suitable deduction. In case of acceptance with deduction the amount to be deducted shall be decided by the department/QDRC (Quality Deficiency Review Committee) and the same shall be the binding on the contractor.

CLAUSE 34

CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

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.

CLAUSE 35

TO ENSURE SAFETY AT SITE

- i) If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps in line with clause 16A of GTC.
- ii) 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.
- iii) 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.
- iv) 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.
- v) In case of any damage to property 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.



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- vi) 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.
- vii) 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 in line with clause 16A of GTC.

CLAUSE 36 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.

CLAUSE 37 SETTLEMENT OF DISPUTES

- i) 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.
- ii) Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- iii) If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

CLAUSE 38

(A) ARBITRATION

Settlement of Disputes & Arbitration

- a. All questions/interpretations regarding subject matter of the Contract shall be decided by the BHEL on the request of the Bidder and the decision of the BHEL shall be final.
- b. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- c. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the BHEL.
- d. 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.
- e. 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 award of the Arbitrator.

Subject to the arbitration in terms of Clause 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



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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.

(B) CONCILIATION

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

Notes:

- i. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- ii. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in ANNEXURE-Z (BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS).

CLAUSE 39

TOOLS, TACKLES & EQUIPMENTS(Only if applicable)

- i) **It shall not be obligatory on the part of BHEL to supply any tools and tackles.**
- ii) 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.
- iii) **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.
- iv) The contractor shall arrange at his own expenses all tools, plants & equipments (T & P) required for execution of the work except the item listed in Schedule "C" which will be given to him on hire by BHEL at the rates shown in that Schedule. 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

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

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

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



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- iii) Safety hand lamps, fuses, bulbs, switches and cables, test lamp, field telephone and buzzer sets, and walkie – talkie set etc.

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

- i) Welding Machines, generator sets with cables etc. Gas cutting sets, gas-brazing sets, heating torch, soldering irons, regulators, hoses, etc.
ii) Hand trolleys, mobile equipments, Tractor, Transport vehicles, hydraulic and screw jack, pipe and torque wrenches, wooden sleepers, manila ropes, chain pulley block, slings and D'shackles, eye bolts, lifting tackles and equipments.
iii) Hand grinding machines, bench grinder, and bench vice, pipe vice, Base Mounted Drill Machines, Grinding wheels and Hand Drill Machine.
iv) Grinding Machine for fabrication works, drill machines, drill bits, taps and die set, reamers, hammers, files, punches, scrappers, screw drive sets, pliers, hacksaw and blades, chisels, Allen key sets, spanners, measuring tapes and Scales.
v) Spirit level, straight edge, dial gauge and precision level gauge, etc.
vi) Other test equipments as required for testing and commissioning of the project shall have to be arranged by the contractor.

CLAUSE 40 FACILITIES TO BE PROVIDED BY BHEL(Only if Applicable)

Space for storage of material & Consumables needed during execution of the work ,Drinking Water and Electricity as per need of work shall be provided by BHEL.

CLAUSE 41 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.

CLAUSE 42 FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice and Fraud Prevention policy are available on public domain.

CLAUSE 43 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page" and available on public domain.

CLAUSE 44 DECLARATION FOR NOT ENTERING IN ANY ILLEGAL OR UNDISCLOSED AGREEMENT

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.

CLAUSE 45 INDEMNIFY CLAUSE

The Contractor will have to indemnify BHEL against :-



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- I. All claims for injury or damage to any person/property caused by his negligence or negligence of his staffs and any other unforeseen claims, whilst in BHEL premises.
- II. Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
- III. The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- IV. BHEL shall not be held liable for any loss, damage or compensation to third parties rising from or in relation to transport operations done by the contractor. If any such damage/loss is caused, the contractor shall be responsible to make good the losses and compensate the affected parties/victims at his own cost.
- V. The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- VI. The contractor shall be responsible for all acts and omissions of their staff and Liabilities arising out of the acts and omissions of such staff shall be borne by the contractor. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

The contractor will be required to submit Indemnity Bond in favor of BHEL as per above on Non – Judicial Stamp Paper of appropriate value after commencement of execution of work.

CLAUSE 46	Staff Experience
a. All the deployed persons of the Bidder shall have relevant qualification and required experience of the concerned job particularly operators must possess the valid license (if any). b. Bidder shall submit the bio-data of his labour / operators / supervisors/ engineers to the BHEL. BHEL will screen the bio-data for technical capability and give the clearance for deployment. c. No deployment will be made by the Bidder without the clearance of the BHEL. Character certificate and complete bio-data of employees along with a stamp size photo shall be submitted to BHEL after award of contract. d. The Bidder shall furnish full details of his employees that he proposes to deploy for this work. Bidder shall employ on the work adequate number of qualified and competent staff to ensure the execution of work in time and the numbers will have to be augmented as per the requirement and direction of the BHEL to ensure completion of work in time. e. Contractor should get the police verification done in respect of his labourers. The contractor has to undertake personal liability for the conduct and character of his labourers. Contractor should provide C & A (character and antecedents) certificates from the Thana or else receipt of list files with Thana for Verification of C & A. This shall be required before the first bill is cleared.	
CLAUSE 47	Performance Evaluation



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- (a) If the work is not satisfactory, the contract may either be terminated or extended for another three months to observe for any further improvement.
- (b) The performance of the Bidder & his employees will be assessed periodically and the Bidder shall be informed from time to time orally or in writing.
- (c) The work shall be done under the complete and full time administrative supervision of the firm. All issues regarding discipline at the works like Work allocation, early exit, snacks distribution etc. are to be his responsibility.
- (d) Firm has to take responsibility to safe and satisfactory operation. Workers have to adhere to safety norms strictly. If any careless / casualty is noticed (at BHEL discretion) in the work, penalty will be imposed on the firm.
- (e) Contractor have to complete the assigned work and quantity, as per BHEL directives and up to the satisfaction of shop executive.
- (f) Performance of manpower engaged by the contractor shall be regularly monitored to ensure safety in crane operation & safe handling of jobs & lifting tackles.

CLAUSE 48 Prohibition On Influencing And Interfering On Behalf Of Contractor

Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.

CLAUSE 49 Compliances to be ensured

- (a) BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- (b) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- (c) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- (d) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- (e) Contractor shall obtain Police Verification of all his workers.
- (f) Contractor shall submit following Certificate.

"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).

Signature of Contractor

CLAUSE 50 SAFETY AND DISCIPLINARY ACTION

- (a) Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. Contractor



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shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents. (b) Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record. (c) Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer. (d) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. (e) Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor. (f) Contractor shall fully comply provisions of various applicable labour laws.	
CLAUSE 51	RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR
(a) Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice. (b) Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc. (c) Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required. (d) Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.	
CLAUSE 52	CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT
(a) Employment card as per rule no 76 of contract labour(Regulation & Abolition) MP rules,1973. (b) Appointment letter to his employees. (c) Annual leave with wages including EL,CL, National Holiday & Festival holiday. (d) Leave record register. (e) Shall engage only adult workers who have attained the age of 18. (f) Work to be done on second/third shift, overtime, Sundays or on other declared holiday with written permission. (g) Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost. (h) Remit Provident fund contributions in prescribed 3A & 6A forms (i) ESI contributions in Form 6 (j) Submit challans of PF & ESI contributions every month. (k) Provide Personal protective equipments for his employees (l) Distribute wage slip each month to his employees (m) Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative. (n) Preferably Uniform to labours different from BHEL employees (o) Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam1982.	
CLAUSE 53	SUBMISSION OF DOCUMENTS ON COMPLETION OF WORK
(a) Submit PF & inspection report (b) Notice of completion - Form 25 A(8).	



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CLAUSE 54	FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B (AS APPLICABLE)
"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."	

SAFETY MEASURES(To be Ensured as per nature of work involved during Execution)

- 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.
- 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.
- Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M.
- 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.
- The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- The contractor shall keep a supervisor always at work site.
- Power shut down shall be taken before commencement of the work wherever power cables are running.
- Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
- 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.
- 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.
- 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.
- 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.



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

THIS AGREEMENT MADE THIS..... DAY OF 20.... 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 of and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

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

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

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

The Contractor has furnished a Guarantee bearing No..... Dated for a sum of Rs..... (Rupees.....) executed by Bank 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 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)

Signature of Contractor



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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.



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
GENERAL TERMS & CONDITIONS

Tender Reference No. MED/01/25-26

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.

Signature of Contractor



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
GENERAL TERMS & CONDITIONS
Tender Reference No. MED/01/25-26

ANNEXURE – “B”

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. (Rupees Only) We at the (indicate the name of the Bank)

(hereinafter referred to as “the bank”) 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, do hereby undertake to pay the amounts due and payable

(indicate the name of the Bank) 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.

3. We, undertake to pay to BHEL any money so demanded

(indicate the name of the Bank)

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 further agree that the guarantee herein contained

(indicate the name of the Bank) 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

Signature of Contractor



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
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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 further agree with BHEL that BHEL shall have the fullest

(indicate the name of the Bank) 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, lastly undertake not to revoke this guarantee during its

(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated Day..... of 201

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.

Signature of Contractor



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL
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Tender Reference No. MED/01/25-26

ANNEXURE "C"

LIST OF CONSORTIUM BANKS

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.
9. The Hong Kong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank

TECHNICAL BID

Tender Reference No. MED/01/25-26

FOR

**PAINTING WORKS OF METALLIC FURNITURE OF KASTURBA
HOSPITAL, BHEL , BHOPAL.**

SECTION – IV

SPECIAL TERMS & CONDITIONS



SPECIAL TERMS & CONDITIONS

Tender Reference NO. MED/01/25-26

NAME OF WORK:- PAINTING WORKS OF METALLIC FURNITURE OF KASTURBA HOSPITAL ,BHEL, BHOPAL.

(**Note:** The special terms and conditions given here supersede the relevant terms & conditions given in General Terms and Conditions.)

1.1 INTRODUCTION

1.0 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".

Brief Description of Project site: - The working site is located inside KASTURBA HOSPITAL, 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.

1.2 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 -

2.1 For detail scope of work refer -SCOPE OF WORK.

Note:-The above scope are tentative & may undergo some changes based on BHEL final requirement. Based on BHEL requirement, the work of similar nature may be executed at places other than specified above inside Kasturba Hospital,BHEL Bhopal.

2.2 The scope shall include all associated & enabling works including the cost of all materials, tools & tackles and labours.

2.3 The contractor would be required to deploy adequate resources (men, machines and materials) in time for meeting the time schedule. If BHEL, at any stage, feels that resources deployed by the contractor needed augmentation, the same shall have to be done by the contractor.

2.4 Hence, bidders are advised to acquaint themselves about the site conditions fully & understand the requirement of the tender and quote accordingly.No, extra claim or compensation shall be entertained on account of lack of knowledge about the site conditions.

2.5 In case of unsatisfactory performance by the contractor, BHEL reserve the right to short close the contract at any stage and get the balance work executed through other agency in line with clause 16A of General terms and Conditions by giving a written notice to the contractor without invalidating the other provisions of the contract.

3.0 COMPLETION SCHEDULE:

3.1 On intimation by BHEL through Fax or E-Mail for issue of LOI, the contractor has to make initial mobilisation of his materials, resources and work force so as to commence the work within 10 days of issue of LOI or as stipulated in LOI, however contractor has to complete all agreement formalities within 10 days from the issue of LOI. Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the areas as covered in scope of work.

3.2 The total contract duration is **150 days** from the date of commencement as stipulated in LOI/Work Order.

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

Signature of Contractor

- 3.4 BHEL reserves the right to take remedial action as deemed fit including engaging other agency for completion of part or full of the contract awarded as per clause 16A of General T&C in case progress of work found to be unsatisfactory during intermittent review of progress. 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) as per clause 16A of General T&C.**
- 4.0 PRICE SCHEDULE:**
- 4.1** Please refer to the Price Schedule/BOQ. Price bid should be submitted strictly as per the enclosed price schedule/BOQ. Any deviation w.r.t. price schedule/BOQ is not acceptable and the offer having deviation is liable to be rejected. **Rates quoted by the bidder against schedule items shall remain firm & no variation whatsoever shall be allowed.**
(Pl read instruction carefully given in the price schedule before filling up).
- 4.2 The description of item contained in price schedule/BOQ may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.**
- 5.0 TAXES AND DUTIES:**
- 5.1** Price quoted is inclusive of all taxes / Duties / Royalties applicable except GST.
- 5.2 TDS:** TAX Deduction at source TDS as per extant provisions of the GST and Income Tax Act shall be deducted from supplier/contractor bill.
- 5.3 GST:**
- 1.** Wherever bidders are required to render 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.
 - 2.** HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST / SGST / UTGST) and GST IN shall be clearly mentioned by the Bidder.
 - 3.** GST portion of the invoice shall be released only upon:-
 - (a)** Receipt of goods/services and Tax Invoice by BHEL. 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)** On availment of ITC by BHEL.
 - (d)** Confirmation of payment of GST on GSTN portal by contractor.
 - (e)** 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.
 - 4.** In respect of free issue material by BHEL, the contractor shall 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.
 - 5.** Reverse Charge under GST:
 - (a)** In respect of services covered under Reverse Charge Mechanism, 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 30 days 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.

5.4 Penalty/LD shall be charged as per the NIT condition.

6.0 TERMS OF PAYMENT:

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

6.2 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 "A-2 EFT".

6.3 **Payment of running bills shall be made within 60 days from the date of submission of bills (by the contractor) duly verified by Hospital Administrator and Payment of Final bill shall be made as per clause No 14 of General Terms & Conditions.**

6.4 Any interim Payment made relating to work done or materials delivered vide running account bill may be modified or corrected by any subsequent interim payment or by the final payment. No certificate of the Hospital Administrator 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.

7.0 VARIATION IN CONTRACT PRICE:

The quantities shown on the drawings & documents may vary to any extent. BHEL reserve the right to add or delete items depending upon the final requirement. However overall variation in contract price shall be as per BHEL's policy.

8.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER

8.1 The bidder shall submit complete price of the package.No column should be left blank.

8.2 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.

8.3 Total price of the package shall be compared for the purpose of arriving at L-1.

8.4 In case Bharat Heavy Electrical Limited calls L1 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.

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

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

9.0 DEFECT LIABILITY PERIOD/WARRANTY

9.1 **The warranty period/Defect Liability Period for the work executed shall be for a period of 12 months from the completion of total work envisaged under the scope.**

10.0 Penalty against delay in completion of Contract Agreement formalities:

The contractor shall complete the contract agreement formalities such as submission of stamp paper and signing of contract agreement etc. in time as stipulated in LOI, failing which he shall be liable to pay penalty as indicated below in case the delay is attributable to him :-

(a) In case of originally stipulated contract period <= 6 months

Penalty per day delayed = $0.75 \times 1\%$ of original contract value/7

(ii) In case of originally stipulated contract period > 6 months but <= 2 years

Penalty per day delayed = $0.75 \times 0.5\%$ of original contract value/7
(iii) In case of originally stipulated contract period > 2 years
Penalty per day delayed = $0.75 \times 0.25\%$ of original contract value/7

Note:-

1. The above said original contract value shall be exclusive of GST as well as cost of free issue material(s).
2. The total penalty amount shall, preferably, be deducted from the first R/A bill itself.
3. GST at applicable rate shall be levied extra in the worked out amount of above said penalty. (If applicable)

11.0 COMPENSATION IN CASE OF DEATH/PERMANENT INCAPACITATION

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, repair 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.

NOTE : This clause shall be applicable in a contract having contract value of Rs 5.00 Lakh or above.

In order to comply above clause, contractor may submit an undertaking (Annexure -Y) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover of the said amount for their workers. After issue of work order, the successful contractors will have to take insurance and submit documents before commencement of work. However, if otherwise clause as above shall be applicable.

12.0 ORC (Over Run Compensation) :

While every endeavour will be made by BHEL but, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/extra payment/overrun on this account.

13.0 RIGHTS OF BHEL :

- A. BHEL reserves the right to deduct/adjust/withhold, as the case may be, any amount due from the Contractor/Vendor for any Contract or Order whether under execution or executed by such Contractor/Vendor in any Department/Sector/ Project Site/Office/Sister-Unit, etc., of BHEL on account of any dues intimated for

recovery/adjustment/withholding by such Department/Sector/ Project Site/Office/Sister-Unit, etc., of BHEL OR for enforcing any Statutory compliance intimated by any Statutory body, Government Department/authority, etc., against the running bills, EMD, Security Deposit, Bank Guarantees, etc or any other amount due to such Contractor/Vendor.

- B. The L-1 tenderer in this work has to submit a signed L1 schedule for execution of this work. If after award of work, the L-1 tenderer does not deliver the progress in time i.e. within the contractual completion period, then as per the extant rules, the submission of bids of the L-1 tenderer will not be considered in future tenders of MED for specified period (Six months) as per guidelines.

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)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल
(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540 ✓
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016

Chetan Mehar
19/1/16
चेतन मेहर
CHETAN MEHAR
Signature & Seal
Sr. Manager (Finance)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

We certify that the above bank details are correct as per our record.

SK JAIN
21/1/16
Banker Signature & Seal
SK JAIN
SEB 2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक
Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
WEB SITE ADDRESS : www.bhelbhopal.com

ANNEXURE – Y

Undertaking from the Contractor

I/we..... Hereby, undertake that in case I/we get the work order for (tendered work-----), I/we will submit insurance cover for work force for conditions mentioned in clause 34.0 before commencement of work.

Name & Signature of the bidder

(Seal)

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS :

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a) On the date of signing of the Settlement agreement by the Parties; or,
 - b) By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c) By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d) By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e) On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1.	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.

2.	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs. 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator) in cases involving claim and/or counter-claim of more than Rs.10crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3.	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4.	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/ witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/ expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a) Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b) admissions made by the other party in the course of the Conciliator proceedings;
 - c) proposals made by the Conciliator;
 - d) The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated ____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Signature of Contractor

Format 3 to BHEL Conciliation Scheme, 2018

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date _____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL(no.and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation. We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,
(Signature with stamp)
Authorized Representative of Contractor
Name, with designation Date

Format 5 to BHEL Conciliation Scheme, 2018

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note :- The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email

TECHNICAL BID

Tender Reference No. MED/01/25-26

FOR

**PAINTING WORKS OF METALLIC FURNITURE OF KASTURBA
HOSPITAL, BHEL , BHOPAL.**

SECTION – V

SCOPE OF WORK



SCOPE OF WORK

Tender Reference No. MED/01/25-26

**NAME OF
WORK-**

**PAINTING WORKS OF METALLIC FURNITURES OF KASTURBA
HOSPITAL BHEL, BHOPAL.**

1. Cleaning, Scrapping and necessary peeling of surface area of metallic assets and furnitures handed over by Matron In Charge.
2. Where-ever required, Acrylic putty shall be applied at surface.
3. Two or more coat of synthetic enamel paint as per shade approved by Kasturba Hospital, BHEL Bhopal.
4. Proper finishing of items as per satisfaction of Kasturba Hospital Administrator.
5. Proper deployment of the painted asset and furniture at the appropriate location after work completion.

Note:-

- 1.) *Assets to be painted shall be handed over on the spot by Ward/Sister In Charge.*
- 2) *Work to be performed in regular schedule of Hospital working hours. Contractors have to ensure that no obstacles/hinderances to normal working schedules of Hospital wards (where the work is being executed) is created .*
- 3) *may be required to protect the already executed work either done by them or other agency at their own expense for working in vicinity of such works, so as to avoid damage to the already executed work.*
- 4) *The contractor must satisfy himself by personal study and examination of the site conditions and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before submission of bid. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and misinterpretation or any misunderstanding with regard to nature or omission of the work to be done. The contractor shall not be entitled for any compensation in terms of time and money due to lack of knowledge or understanding of the same.*
- 5) *The contractor shall have to all necessary materials, consumables and equipments at own cost for smooth and complete execution of the work as specified in clauses of NIT.*

Signature of Contractor

PRICE BID

Tender Reference No. MED/01/25-26

FOR

**PAINTING WORKS OF METALLIC FURNITURE OF KASTURBA
HOSPITAL, BHEL , BHOPAL.**

SECTION – VI

PRICE SCHEDULE





BHARAT HEAVY ELECTRICALS LTD., BHOPAL
KASTURBA HOSPITAL, BHEL BHOPAL

NIT No. MED/01/25-26

PRICE SCHEDULE

SCHEDULE 'A'

**Name of work :- PAINTING WORKS OF METALLIC FURNITURE OF
KASTURBA HOSPITAL, BHEL, BHOPAL.**

S.No	Description of items	Qty.	Unit	Percentage (%) weighted Of Quoted Amount
1	Trolley of various size	130	Nos.	17.19
2	Bench	100	Nos.	5.29
3	Tray	60	Nos.	4.76
4	Alamari of various size	130	Nos.	13.75
5	Stool	90	Nos.	4.76
6	Patient Bed	166	Nos.	17.56
7	Stretcher	18	Nos.	1.67
8	Stand of various size	130	Nos.	2.75
9	Rack of various size	30	Nos.	4.76
10	Cardic Table	80	Nos.	8.46
11	Slide Locker	40	Nos.	2.64
12	Table of various size	110	Nos.	11.64
13	Chair	120	Nos.	4.76
Total percentage Weightage				100.00
Total price in Figures				
Total price in words.....				

GST shall be payable extra as per prevailing rates as applicable.

Note: Rates quoted are subjected to Under mentioned Scope of Work.

1. Cleaning, Scrapping and necessary peling of surface area of metallic assets and furnitures handed over by Matron In Charge.
2. Where-ever required, Acrylic putty shall be applied at surface.
3. Two or more coat of synthetic enamel paint as per shade approved by Kasturba Hospital, BHEL Bhopal.
4. Proper finishing of items as per satisfaction of Kasturba Hospital Administrator.
5. Proper deployment of the painted asset and furniture at the appropriate location after work completion.

Seal and Signature with date of Firm
owner/Proprioter

सुरेश मरकाम / SURESH MARKAM
अपर महाप्रबंधक चिकित्सालय प्रशासन
AGM (Hospital Administration)
कस्तूरबा चिकित्सालय, भेल, भोपाल
Kasturba Hospital, BHEL, Bhopal