

# GENERAL AND SPECIAL CONDITIONS OF RATE CONTRACT

## SECTION-I

### INSTRUCTION TO TENDERERS

1.	GENERAL INSTRUCTIONS TO TENDERERS
1.1	Submission of Tender.
1.1.1a	The tender shall be sent in sealed cover after superscribing.
	TENDER NO., TENDER DATE & DUE DATE as per NIT
1.1.1a	The tender specification as a whole, duly furnishing following details and signed shall be sent in sealed cover.
1.1.1.1	Earnest Money Deposit.
1.1.1.2	Income Tax & Sales Tax return with acknowledgement
1.1.1.3	Detailed organization chart for manpower resources available with the tenderer and to be employed for the present jobs.
1.1.1.4	Time to be taken for commencement and completion of work.
1.1.1.5	A list of experience as mentioned in the tender document.
1.1.1.6	The details of the present job being handled.
1.1.1.7	Certificate from the bank to establish financial capability of the tenderer.
1.1.1.8	Attested copies of partnership deed, Power of attorney and tenders specifications duly signed as mentioned in the tender documents.
1.1.1.9	Price schedule and other relevant information.
1.1.1.10	PF code allotted by RPFC.
	Note: For more details other clause/ clauses, mentioned elsewhere may also be referred.
1.1.2	The tender shall be addressed to the Heads of Services/Contracts of the respective Regional Power Sector Headquarters of BHEL, who are issuing the Tender Enquiry.
1.1.3	Tenders submitted by post shall be sent 'REGISTERED POST, ACKNOWLEDGEMENT DUE'/ COURIER SERVICE/SPEED POST and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by fax may not be considered unless confirmed in writing by a detailed offer.
1.1.4	Tenders shall be opened by the authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representative who may be present.
1.1.5	The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the

	authority inviting the tender for clarification before the submission of the tender.
1.1.6	Before tendering, the tenderer is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later of the ground of lack of knowledge.
1.1.7	Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various section of the tender specification. Each and every page of the Tender Specifications must be signed and submitted along with the offers by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
1.1.8	The tenderer shall quote the rates in English language & international numerals. The rate shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender the metric system of units shall be used.
1.1.9	All entries in tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tender liable to summary rejection. All cancellation and insertions shall be duly attested by the tenderer.
1.1.10	Tenderer's offers and remarks and any deviation, shall be with reference to sections and clause numbers given in the tender schedule.
1.2	<u>Qualifications of Tenderers :</u> Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are "expected to quote for this work duly detailing their experience along with the offer. Offers from the tenderers who do not have proven and established experience in the field are not likely to be considered.
1.3	<u>Data to be enclosed :</u> Full information shall be given by the tenderer in respect of following. Non-submission of this information may lead to rejection of the offer/ tender.
1.3.1	<u>Financial Status:</u> A certificate from the Scheduled Bank to prove his financial capacity/ capability to undertake the work or solvency certificate from the concerned Government authority.
1.3.2	<u>Income Tax/ Sales Tax Certificate:</u> A certificate of income tax/sales tax verification from the appropriate authority in the forms prescribed there of duly indicating annual turnover. These certificates shall be valid for one year from the date of issue of for the period prescribed there in for all tenders submitted during the period.
1.3.3	<u>Previous Experience:</u> A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and the value of each work. The site location and the duration and date of completion and also a list of site location and

	particulars and value of various services that are under progress.
1.3.4	<b><u>Organization Chart:</u></b> The organization pattern that is totally available with him and that will be employed by the tenderer for this work duly indicating the number of supervisors, their qualification and experience in the line, the number of skilled and unskilled persons etc
1.3.5	An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
1.3.6	In case of an individual : His full name, address and place and nature of business.
1.3.7	In case of Partnership firms : The name of all the partners and their addresses. A copy of the Partnership Deed Instrument of Partnership duly certified by the Notary Public shall be enclosed.
1.3.8	In case of companies: Date and place of registration including date of component certificate in case of public companies (certified copies of Memorandum and articles of association are also to be furnished)
1.3.9	Nature of business carried on by the company and the provision of the Memorandum relating thereof.
1.3.10	Name and particulars including addresses of all the directors and their previous experience.
1.3.11	A list of tools and tackles that the tenderer is having and those that will be used on this job.
1.3.12	In addition to the above, the particulars required in various annexures.
1.4	<b><u>EARNEST MONEY DEPOSIT</u></b>
1.4.1	Every tender must be accompanied by the prescribed amount of EMD.
1.4.1.2	Pay Order/ Demand Draft should be payable at the relevant Regional Headquarters in favour of Bharat Heavy Electricals Limited.
1.4.1.1	CASH: The amount should be remitted by the party to the Cashier of the relevant regional headquarters of Bharat Heavy Electricals Limited (from where the tender enquiry was issued) and cash receipt issued by him enclosed along with the tender.
NOTE:	<b><u>One time EMD</u></b> Contractors, who are maintaining one time EMD of 1,00,000/= with either of our Power Sector Regional Headquarters, should mention in their offers, details of such one time EMD. Therefore, such tenderers need not deposit any additional EMD along with their offers.
1.4.2	Tenders received without Earnest money in full in the manner prescribed above are liable to be rejected.
1.4.3	The Earnest Money Deposit of the successful tenderer will be retained. However, the same may be released as soon as the Security Deposit mentioned under clause 1.8 is furnished.
1.4.4	In case of unsuccessful tenderers, the Earnest Money will be refunded to

	them within a reasonable time after the acceptance of award of work by the successful tenderer.						
1.4.5	BHEL reserves the right to forfeit Earnest Money Deposit in case the successful tenderer. a) Fails to start the work as may be indicated in the letter of intent. b) After opening of tender, revokes his tender within the validity period or alters his earlier quoted rates/conditions.						
1.4.6	No interest shall be payable by BHEL on Earnest Money.						
1.5	Authorization & Attestation:						
1.5.1	Tender shall be signed by persons duly authorized/ empowered to do so. Certified copies of such authority the relevant documents shall be submitted along with the tenders.						
1.6	<u>Validity of Offer:</u> The rates in the tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. If a tenderer withdraws or revokes his tender or increases the tendered rates or conditions for any item within the aforesaid period his Earnest Money Deposit is liable to be forfeited. In case of Bharat Heavy Electricals Limited calls for negotiations such negotiation shall not amount cancellation or withdrawal of original offer which shall be binding on the tenderer.						
1.7	<u>Execution of Contract</u> The successful Tenderer's responsibility under this contract commences from the date of issue of the letter intent by Bharat Heavy Electricals Limited.						
1.8	Security Deposit for each job:						
1.8.1	Upon acceptance of tender, the successful tenderer shall normally deposit the required amount towards security deposit as per tender provisions.						
1.8.2	The total amount of security deposit shall be as follows.						
	<table> <tr> <td>a) In the case of Upto Rs 10 Lakhs work</td><td>10% on the awarded value</td></tr> <tr> <td>b) In the case of work costing Rs. 10 Lakhs upto Rs.50 Lakhs</td><td>Rs 1 Lakh + 7.5 % of the above 10 Lakhs up to Rs.50 Lakhs</td></tr> <tr> <td>c) In the case of work costing more than Rs. 50 lakhs</td><td>Rs 4 Lakh + 5.0 % of the amount exceeding Rs. 50 Lakhs</td></tr> </table>	a) In the case of Upto Rs 10 Lakhs work	10% on the awarded value	b) In the case of work costing Rs. 10 Lakhs upto Rs.50 Lakhs	Rs 1 Lakh + 7.5 % of the above 10 Lakhs up to Rs.50 Lakhs	c) In the case of work costing more than Rs. 50 lakhs	Rs 4 Lakh + 5.0 % of the amount exceeding Rs. 50 Lakhs
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1.8.3	Security Deposit may be furnished in any of the following forms a) Cash (as permissible under Income Tax Act) b) Pay Order, Demand Draft in favour of BHEL. c) Local cheques of schedule banks, subject to realization. d) Security deposit shall not carry any interest. e) In case of small value contracts not exceeding Rs. 10.0 Lakhs and all SAS jobs, work can be started before security deposit is collected. However payment shall be released after recovery of 50% security deposit from first RA bill.						
1.8.4	If the value of the 'work done at any time exceeds the accepted agreement						

	value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the contractor or recovered from payments due to him.
1.8.5	Failure to deposit the security within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
1.8.6	The Security Deposits should cover upto the period of warranty also.
1.8.7	-
1.8.8	BHEL reserves the rights to forfeit Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of Contract as per terms and conditions of contract.
1.8.9	Return of Security Deposit: If the contractor duly performs and completes the contract in all respect to the entire satisfaction of BHEL and presents an absolute "No demand certificate" in the prescribed forms and returns properties belonging to BHEL handed over lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all cost or other expenses or other amounts that are to be paid by BHEL under this or other contracts entered into with the contractor only after the satisfactory completion of guarantee period as per clause 2.13.
1.8.10	No interest shall be payable by BHEL on Earnest Money/ Security Deposit or any money due to the contractor by BHEL.
1.9	Rejection of tender and other conditions:
1.9.1	The acceptance of the tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever. a) To reject any or all of the tender b) To split up the work amongst two or more tenderers c) To award the work in part d) Either of the contingencies stated in (b) & (c) to modify the time for completion suitably e) To modify the scope of work after mutual agreement.
1.9.2	Conditional and un-witnessed tenders: Tenders containing absurd or unworkable rates and amounts and tender a which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.
1.9.3	If a tenderer expires after his submission of the tender or after the acceptance of his tender or 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 their discretion unless the firm retains its character.
1.9.4	BHEL will not be bound by any Power of attorney granted by the tenderer or changes in the compositions of the firm made subsequent to the execution of the contract. They may however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor concerned.
1.9.5	If the tenderer deliberately gives wrong information in his tender. BHEL

	reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money ,Security Deposit.
1.9.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Contractor who resorts canvassing are liable to rejection.
1.9.7	Should a tenderer or contractor or in the case of a firm or company of contractors one or more if its partner / Shareholders/ Directions have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing which, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest money , Security Deposit.
1.9.8	The successful tenderer should not be sub- contract the part of complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at their risk and responsibility of the tenderer.
1.9.9	The successful tenderer shall inform/ keep BHEL informed if he has already undertaken any work / is likely to be awarded any job with the same customer with whom BHEL is entering into contract/ entered into a contract.

## SECTION-II

### GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1	<b><u>Definitions:</u></b> The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
2.1.1	'BHEL' (or B.H.E.L. Ltd) shall mean Bharat- Heavy Electrical Limited a company incorporated under Indian companies Act 1956, having its Registered office at BHEL HOUSE, SIRI FORT, and NEW DELHI. Power Sector – Regional Headquarters – Services Department or its Administrative Offices or its Site Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
2.1.2	“General Manager/ DGM/ IN-CHARGE” shall mean the officer in Administrative charge of BHEL. (Repective region.)
2.1.3	“ENGINEER” OR “ENGINEER IN CHARGE “shall mean Engineer deputed by BHEL. The term "SITE ENGINEER" "SITE INCHARGE" "RESIDENT ENGINEER" and "RESIDENT MANAGER" of BHEL at the site as well as the officers in-charge at BHEL regional office.
2.1.4	"SITE" shall mean the place or places at which the plants/ equipments are to be overhauled and services are to performed as per the specification of this contract.
2.1.5	"CLIENTS OF BHEL" or "CUSTOMER" shall mean the project authorities to whom BHEL is supplying the equipments/ Service.
2.1.6	"CONTRACTOR" shall mean the individual, firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
2.1.7	"CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order the accepted appendices of rates. Schedule of quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenderes, the drawings, the specifications, the special specification, if any, the tender documents are the Letter of Intern/ Accepting Letter issued by BHEL, Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL & incorporated in the agreement.
2.1.8	"GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.
2.1.9	"TENDER SPECIFICATION" shall mean the specific conditions, technical specification, appendices, site information and drawing” pertaining to the work for which the tenders are require to submit their offer. Also this will including the specification covered under specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of

	plant. Individual specification No. will be assigned to each tender specifications.
2.1.10	“TENDER DOCUMENTS” shall mean the general conditions of contract (2.1.8) tender specification (2.1.9) and related documents/MOMs’
2.1.11	“LETTER OF INTENT” shall mean the intimation by a letter to the tenderer that tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue this letter and all the terms & conditions of contract are applicable form the date.
2.1.12	“COMPLETION TIME” shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specification of contract.
2.1.13	“PLANT” shall mean and connote the entire assembly of the plant and equipment covered by the contract.
2.1.14	“EQUIPMENT” shall mean all equipments, machineries, materials, structural, electrical and other components of the plant covered by the contract.
2.1.15	“TEST” shall mean and include such test or tests to be carried out on the part of contractor as are prescribed in the contract or consider necessary by BHEL, in order to ascertained the quality, workman ship, performance, and efficiency of the contract work or part thereof
2.1.16	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved directed or instructed by BHEL.
2.1.17	“WORK OF CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumable, tools & tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling, erecting, testing and commissioning of the equipment to he entire satisfaction of BHEL.
2.1.18	“SINGULAR AND PLURAL ETC” words carrying singular number shall also include plural and vice versa, where the context so requires, words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
2.1.19	“HEADING”, The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part there or of the contract.
2.1.20	“MONTH” shall mean calendar month.
2.1.21	“WRITING” shall include any manuscript, type written or printed statement under the signature of deal as the case may be.
2.2	Law governing the contract and court Jurisdiction: The contract shall be governed by the law for the time being in force in the

	Republic of India
2.2.	<p><u>Law governing the contract and court Jurisdiction:</u></p> <p>The contract shall be governed by the law for the time being in force in The Republic of India. The Civil Court, having ordinary original civil jurisdiction in the Regional Headquarters of Power Sector of BHEL shall alone have exclusive jurisdiction in regard to all claim in respect of this contract.</p>
2.3	<p><u>Issue of Notice:</u></p> <p>The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the Contractor if delivered to the contractor his authorized agent or left at or posted to the address either of the contractor or of his representation and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.</p>
2.4	<p><u>Use of Land:</u></p> <p>No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the contractor without the t written permission of BHEL.</p>
2.5	<u>Commencement of work:</u>
2.5.1	The contractor shall commence the works within the time indicated in the letter of intent from BHEL/or as instructed by BHEL and shall proceed with due expedition without delay.
2.5.2	If the successful tenderer fails to start the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the contract. His Earnest Money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, prejudice to any and all of BHEL's other rights and remedies in this regard.
2.5.3	All the works shall be carried out under the direction and to the satisfaction of BHEL.
2.5.4	The erected/ overhauled plant or work performed under the contract shall be taken over when it has been completed in all respects and/ or satisfactorily put into operation at site.
2.6	<u>Mode of payment and measurement of the work completed:</u>
2.6.1	All payment due to <u>the contractor shall be paid only by e-payment“ ECS ( Electronic Clearance).</u>
2.6.2	The contractor shall submit his bill to site In-charge of BHEL for every payment. The bills shall be addressed to the Services Head of the relevant Regional Power Sector Headquarters of BHEL. After verification of such bills with respect to measurement entered in the measurement books (duly signed by the contracting parties) shall be certified by the BHEL Engineer

	for payment.
2.6.3	Lump sum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract,
2.6.4	Work which is to be measured in detail shall be measured as per standard procedure without reference to any local procedures exception where it is otherwise stated in the tender documents. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and the contractor.
2.6.5	If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or part, the contractor shall without extra charges, provide all the assistance with appliances and other things necessary for measurement.
2.6.7	The measurement entered in the measurement books and the bill prepared shall be signed and dated by both the contracting parties.
2.6.8	The contractor will be intimated in writing by the Site Engineer, the proposed date of measurement if the Contractor's representative fails to participate in the joint measurement, the BHEL Engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.
2.6.9	Passing of measurement as per bills does not amount to acceptance of completion of the work mentioned. Any left out work has be completed if pointed out at a later date by BHEL.
2.7	<u>Rights of BHEL:</u>  BHEL reserves the following rights in respect of this contract without entitling the contractor for an compensation:
2.7.1	To get the work done through other agency at the risk and cost of the contractor in the event of contractor's poor progress, or inability to progress the work for completion as stipulated in the contract, poor quality of work etc. and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit other dues.
2.7.2	To withdraw any portion of work and / or to restrict/ alter the quantum of work as indicated in the contract during the Progress of work and get if done through other agency and or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons BHEL's obligation to its customer.
2.7.3	To terminate the contract after 15 days written notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event:
2.7.3.1	Contractor's continued poor progress brought to his notice from time to time
2.7.3.2	Withdrawal from or abandonment of the work before completion of the

	work.
2.7.3.3	Corrupt act of contractor.
2.7.3.4	Insolvency of the contractor and in case of a company a winding up proceeding is initiated or winding up order has been made by a court.
2.7.3.5	Persistent disregard to the written instructions of BHEL under the contract.
2.7.3.6	<b>Assignment, transfer, sub-letting of the contract without BHEL's written permission.</b>
2.7.3.7	Non-fulfillment of any contractual obligations. Any delay in works for reasons not attributable to the contractor will have to be compensated by either increasing manpower and resources or by working extra hours and more than one shift without any extra cost.
2.7.4	To recover any money due from the contractor, from any money due to the contractor under this contract or any other contract or from the security deposit. The term 'any other contract' will also include any contract entered with the contractor by any other unit/division of BHEL, in addition to the ones awarded by BHEL's any specific region.
2.7.5	To claim compensation for losses sustained including BHEL's supervision charges and overheads on termination of contract and to impose penalty for delay in completion of the work.
2.7.6	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for an reason.
2.7.7	To effect recovery from the amounts due to the contractor under this or any other contract etc. in any other form, the money, BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligations.
2.7.8	While every endeavor will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.
2.7.9	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
2.8	<b><u>Responsibilities of the Contractor:</u></b> The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel. Payment of taxes an execution of job etc.
2.8.1	As far as possible, unskilled workers shall be engaged from the local area in which the work in being executed.
2.8.2	The contractor at all times during the continuance of the contract, shall, in all his dealing with local labour for the time being employed or in connection with the work, have due regard to all local festivals and religions and other customs.
2.8.3	The contractor shall duly comply with all state and central Laws, statutory rules, Regulations etc, including but not limited to : The payment of wages act, minimum wages act, workmen compensation act, industrial dispute act, employees provident fund act and various

	schemes framed there after. Employee state insurance scheme contract labour (regulation & abolition) act 1970 and other Act, rules & regulations for labour as may be enacted by the government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local governing body, Police and other relevant authorities all such notices as may be required by law
2.8.4	The contractor shall pay all taxes, fees, license charges duties, tools, royalty, commission or charges which may be leviable on account of his operations in executing the contract. In case BHEL makes such payment, BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.
2.8.5	The contractor shall be responsible for provision of welfare, health and sanitary arrangements (particularly described in contractor Labor (regulation & abolition Act) safety precautions etc. as may be required for safe and satisfactory execution of the contract.
2.8.6	The contractor shall fulfill all his obligations in respect of accommodation including proper medical facilities for the personal employed by him.
2.8.7	The contractor shall be responsible for the proper behavior at site and observance of all regulations by the staff employed by him.
2.8.8	The contractor shall ensure that no damage is caused to any person/property or other parties working at site, if any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
2.8.9	All the properties / equipments/ components of BHEL / their client loaned to the contractor, with or without deposit in connection with the contract shall remain the properties of BHEL / their client. The contractor shall use such properties for the purpose of executions of this contract. All such properties / equipments shall be deemed, to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL / their client. In case of non-return, loss, damages, repairs etc. the cost there of, as may be fixed by the site Engineer, will be recovered from the contractor.
2.8.10	It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability / possibility, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the hire charges free of charges as fixed, subject to the condition laid down by BHEL customer from time to time. Unless paid in advance, such hire charges, if applicable shall be recovered from contractor's bill security deposit in ONE installment.
2.8.11	The contractor shall not be entitled to claim any compensation due to

	changes in design which results in reduction in quantum of work.			
2.8.12	The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of work under the contract.			
2.8.13	In case the contractor is required to undertake any major work outside the scope of this contract, the rates payable shall be mutually decided prior to start of such major works.			
2.8.14	The contractor shall keep the area of work clean and shall remove 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 to be specified by the BHEL engineer. The contractor will also demolish all the hutments, sheds offices, 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 remove by BHEL. The expense there of will be recovered from contractor by any lawful means available with BHEL.			
2.8.15	The contractor shall arrange and coordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.			
2.8.16	All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor 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 light, fencing guards, signs etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from the time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric condition. Suitable number of clerical staff, watch and wards, store keepers to take care of the equipment, materials and construction tools and tackles shall be posted at site by the contractor till completion of the work under this contract.			
	The contractor shall arrange for such safety device as are necessary for such type of work and carryout the requisite tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. All guide lines as mentioned in “SAFETY CODE” –Service “mentioned in Services tender page in BHEL regional website will form part of this tender and hence contract. All norms related to Health, Safety and Environmental (HSE) norms confirming to ISO 14001 and OHSAS 18001 shall be followed by successful bidder.			
	<b>HELMETS</b> Following colors of Helmets are to be worn by various category of personnel of the contractor. In case of violation, found during inspection of fine of Rs. 500/- per inspection can be imposed by BHEL.			
	<table><tr><td><b>S.No.</b></td><td><b>Category</b></td><td><b>Color of Helmet</b></td></tr></table>	<b>S.No.</b>	<b>Category</b>	<b>Color of Helmet</b>
<b>S.No.</b>	<b>Category</b>	<b>Color of Helmet</b>		

	1.	Sub-contractor officers	Light Blue
	2.	Sub-contractor Safety personnel	Green
	3.	Sub-contractor Electrician	Orange
	4.	Sub-contractor- Supervisors	Dark / blue
	5.	Sub-contractor Workers	Yellow
	It should confirm to <b>IS-2925-1984</b>		
2.8.17	<p>The contractor will be directly responsible for payment of wages to his workmen. The payment to the workmen should be made in the presence of a representative of BHEL (as per contract labour / regulation &amp; abolition act). A pay / wage roll sheet giving all the payments given to workers and duly signed by the contractor's representative should furnish to BHEL site office for record purpose.</p> <p>Payment date, time and place will be informed by the contractor to the Resident Manager / Engineer of BHEL immediately on commencement of work.</p>		
2.8.18	<p>The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method requirement of material necessary for the, proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.</p>		
2.8.19	<p>In case of any clause of the work for which there is no such specification as laid down in the contract, such work shall be carried, out in accordance with the instructions and requirements of the BHEL Engineer.</p>		
2.8.20	<p>No levy or payment or change made or imposed shall be impeached by reason or any clerical error or by reason of any mistake in the amount levied or demanded or charged.</p>		
2.8.21	<p>The detailed drawings, specifications, instruction manual, if any available with the BHEL Engineer form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.</p>		
2.8.22	<p>Should any error or ambiguity be discovered in the specification, the contractor shall forthwith bring the same to the notice BHEL before commencement of work? BHEL's interpretation in such cases shall be final and binding on the contractor.</p>		
2.8.23	<p>No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause or reason whatsoever.</p>		
2.8.24	<p>Unless stipulated in the contract/order, No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.</p>		
2.8.25	<p>It is possible that some repair/rectification, modification may be needed on the equipment to be overhauled /work to be performed under the specification, for reasons not attributable to the contractor. All such repair /</p>		

	rectification/ modification work with the available facilities at site shall be carried out by the contractor at mutually-agreed rates.
2.8.26	The quality and progress of work will be regularly reviewed. The schedule and progress of work will be the obligation/responsibility of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and / or by working extra hours or in more than one shift without any extra cost. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL
2.8.27	During the overhauling work under the contract it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limit. The proper functioning of the unit. While in operation depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than down time of running unit even for a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the subassemblies, BHEL Engineer may be consulted.
2.8.28	The contractor shall furnish weekly labour report showing name classification. The number of employees engaged in various categories of work date wise and a progress report of work as required by BHEL Engineer. The contractor shall also furnish weekly report of overtime work performed by his workers by name, indicating overtime hours of each worker date-wise
2.8.29	The contractor shall execute the work in the most substantial and workman-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship conform to the dimensions and clearances given in the drawings and / or as per instructions of BHEL Engineers.
2.8.30	The contractor shall take all reasonable care to protect materials and work till such time the plant / equipment has been taken over by BHEL/ their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by the contractor as a safety measure against accident and damage of property of BHEL/ their client. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
2.8.31	It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
2.9	<u>Consequences of cancellation:</u> Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expense provided that in the event of the cost of completion (as certified by the site Engineer which is final and conclusive) being less than the contract cost, the advantage shall accrue to

	BHEL and if the cost of completion exceeds the money due to the contractor under the contract the contractor either shall pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of security deposit and recovery of liquidated damages as per relevant clauses.
2.9.1	In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of materials purchase and / or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
2.10	<b><u>Insurance:</u></b>
2.10.1	BHEL / their customer shall arrange for insuring the materials / properties of BHEL / Customer covering the risks during transit, storage, overhauling, erection and commissioning.
2.10.2	It is the sole responsibility of the contractor to insure his workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per Workmen's compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in protected area and as per the rules and regulations of the client / BHEL, in the area of project which are in force from time to time, will have to be followed by the contractor.
2.10.3	If due to negligence and / or non-observance of safety and other precautions, any accident / inquiry occurs to any other personal public, the Contractor shall have to pay' necessary compensation and other / expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.
2.10.4	If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's / customer's property and' personnel should occur, and if BHEL/ Customer is unable to recover, in full, cost from the Insurance company the balance will be recovered from the Contractor.
2.11	<b><u>Strikes &amp; Lockouts:</u></b> The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of contractor's labour resorting to strike or the lockout declared is not settled within a period of one week, BHEL shall have the right to get the work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the contractor's bills as per clause 2.7. For all purposes whatsoever that employees of the contractor shall not be deemed to be in the employment of BHEL.
2.12	<b><u>Force Majeure:</u></b>

2.12.1	<p>The following shall amount to force majeure:</p> <p>Acts of God. Acts of any Government, War sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earth-quake and epidemic and other similar causes over which the contractor has no control.</p>
2.12.2	<p>If the contractor suffers delay in the due execution of the contractual obligations due to delays caused by force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the cause of delay. The contractor shall not, however, be eligible for any compensation,</p>
2.13	<p><u>Performance Guarantee:</u></p> <p>The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of six months or as mentioned in the tender from the date of re-commissioning of the unit/completion of job as certified by site engineer/Resident Manager The guarantee shall cover all defects notified during this period and shall I have to be attended to free of cost immediately or at the time our clients are able to give shut down of the set for the required period, when necessary. In case of failure of contractor to attend to the defects, as and when required, in time. BHEL shall arrange to attend the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit/ progress payments</p>
2.14	<p><u>Arbitration:</u></p> <p>All disputes or differences between the parties to the contract arising out or in relation to the contract, other than those for which the decision of the Engineer or of any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to other party be referred to sole arbitration of General Manager of BHEL or his nominee, the arbitration shall be conducted in accordance with the provisions of the <b>INDIAN ARBITRATION AND CONCILIATION ACT 1996 OR REVISION THEREOF</b>. The arbitrator shall give reasons for the award.</p> <p>The parties to the contract understand and agree that there will be no objection that the said General Manager or the person nominated by him as arbitrator, had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to this contract.</p> <p>In the event of the arbitrator dying, neglecting or refusing to act or</p>

	<p>resigning or being unable to act for any reason. It shall be lawful for the said GM, or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another in place of the outgoing arbitrator in the manner aforesaid.</p> <p>The arbitrator may from time to time, with consent of both the parties to the contract, enlarge the time for making the award.</p> <p>Work under the contract shall be continued during the arbitration.</p> <p>The venue of arbitration shall be the place from where the contract / work order is issued or such other place as the arbitrator at his discretion may determine.</p>
2.15	<p>The PF, Insurance, Labour Licence, to be taken at the start of work &amp; to be submitted alongwith first bill.</p>

## SECTION-III

### SPECIAL CONDITIONS OF CONTRACT

3.1	<u>Quantum of work</u>
3.1.1	The scope of work given in the tender specification is only approximate and is liable to variation and alterations at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by Resident Engineer as the variation forming major additions to the original scope of work. All repair/rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the scope of work of the contract.
3.1.2	The scope of work details out the major activities only. However as per the general maintenance requirement and site condition, certain related activities may have to be carried out by the contractor without any extra cost.
3.2	Commencement and completion work:
3.2.1	<p>The starting time and completion time is the essence of the tender. As the time bound program is firmly committed to customer the starting time and completion time should be strictly adhered to. It will not be possible to grant extension in completion time except in extra ordinary circumstances which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with the BHEL Resident Engineer.</p> <p>A detailed program of the various activities covered under this contract with specific time periods to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this program shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.</p> <p>If during the review, at any stage of overhauling. BHEL Resident Engineer feels that the delays are not likely to be made up. BHEL reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the cost incurred there on to the contractor. This does not however absolve the contract of own efforts in consultation with BHEL Resident Engineer.</p>
3.2.2	Every endeavor will be made to see that work proceeds uninterruptedly.
3.2.3	The contractor shall ensure completion of the job in all respects within the days from the date of commencement of work as given in contract.

3.3	<b><u>Penalty for delay :</u></b>
3.3.1	If not mentioned otherwise in the notice inviting tender, in the event of failure to complete the work in given time, an amount equal to 1/2 % of the contract value per day subject to maximum of 10 % of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills /security deposit/EMD etc
3.4	<b><u>Terms of payments</u></b>
3.4.1	<p>If not mentioned otherwise in the notice inviting tender, payment will be released as per percentage break up up to 90% of awarded price against progressive bills submitted by the contractor in quadruplicated mentioning the allotted and completed percentages of the activities.</p> <p>On the basis of completed measurement of work done, the bills will be verified by BHEL Site Engineer and certified by BHEL Resident Engineer to arrange payment. Final 10 % of awarded price shall be payable after successful completion of job and fulfilling all statutory obligations.</p> <p>All payments are subject to income tax deduction at the applicable rates of the bill amount at source or as per Central Government Laws; No request for advance payment will be entertained by BHEL.</p> <p>BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor.</p>
3.5	<b><u>Inspection and completion or work:</u></b>
	The work being carried out by contractor will be supervised and inspected by our site engineers under the overall supervision of BHEL Resident Engineer.
3.5.1	The work will be deemed as completed when it is finally accepted by BHEL Resident Engineer and job completion certificate is issued. No extra payment will be made for any rework carried out by the contractor to rectify any defective work.
3.5.2	The contractor shall not be entitled for labour idling charges under any circumstances.
3.6	<b><u>Tools, Tackles, Test Equipments and Consumables:</u></b>
3.6.1	Unless otherwise mentioned in the notice inviting tender, all tools and tackles and consumables required for day to day work like gases, gas cutting sets with accessories, AC/ DC welding sets, TIG welding kits, welding cables, electrodes etc. all necessary power connection to equipment, all temporary electrical connection boards, required for the work shall be arranged by the contractor at his own cost.. However in case of emergency, BHEL may supply certain items, if available, to contractor

	at actual cost plus handling charges; These will be deducted from contractor's running bills, T&P shall be regularly tested by the contractor to ensure that the same is available in fit condition for use. Testing equipment for conducting various normal tests (except special tests like ELCID test, tan delta test, HV test, RSO test, impedance tests, NFT, etc.), during the progress of overhauling/ commissioning shall have to be provided by the contractor. Spare parts and consumables going into permanent installation shall only be provided by BHEL/or its Customer
3.7	<u>Accommodation for site staff and store space:</u>
	Contractor has to arrange for the stores and office at site and' its maintenance. Space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities, like residential accommodation with sanitary facilities transport, electricity, water medical, bonus etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him. BHEL assumes no liability in this regards.
3.8	Responsibilities of the contractor
3.8.1	<u>Supervisory staff and labour:</u> The contractor shall employ, specially skilled labour, supervisors and engineers thoroughly conversant with particular type of 'work to ensure quality work. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him and provide a suitable substitute.
3.8.2	<u>Planning and Execution:</u> Contractor shall submit a job planning in form of a Bar Chart or PERT chart. A list of manpower category -wise, indicating individual's responsibility job/ activities - wise, shall have to be submitted. Daily program of job shall be displayed on a board near work site one day in advance. A daily progress report along with Manpower utilized has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.
3.8.3	<u>Safety and Accident Coverage</u> Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workman compensation) against accident, failing which proper action will be taken against the contractor. Contractor shall also ensure proper safety of the equipments under overhauling by deputing personnel to guard the equipments round the clock.. Open oil spaces, steam space shall be covered properly against ingress of foreign material while working.
3.8.4	<u>House keeping and preservation:</u> Work floor/ area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose. All dismantled components of the equipments under overhauling should be tag marked and be stored properly according to type of components,

	namely all loose / small parts shall be kept in boxes bearing and matching components, shall kept on wooden planks. A list of such components shall be maintained to identify/locate, be preserved properly against probable damages. No floor shall be damaged by the contractor while working and necessary steps shall be taken, in case any such damages take place.
3.8.5	<p><u>Tools stores consumables:</u></p> <p>Tools &amp; tackles other than special tools and tackles supplied along with the equipment, shall be arranged and stored properly by the contractor. A register must be maintained and updated regularly.</p> <p>All consumables, other than those going permanently into the equipments, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately.</p> <p>The contractor's store may be visited by BHEL engineers without notice to contractor for verification.</p>
3.8.6	<p>The contractor shall make all necessary arrangement to receive spares from BHEL/ customer's stores, and when required. The unused and scrap materials shall be returned to BHEL/ Customer's stores on completion of the work.</p> <p>A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident. Engineer BHEL//Customer.</p>
3.9	<u>General</u>
3.9.1	Standard printed conditions if enclosed with the offer by the tenderers will not considered but only if stated in main body of the offer will be considered for acceptance.
3.9.2	It will be responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall be present at the time of final commissioning and attend to any defects that shall occur during this time at no extra cost to BHEL.
4.0	<b>Information Security Of BHEL</b>
4.0.1	The contractor shall ensure that the drawing, documents used during execution of contract are kept strictly confidential. The contractor shall ensure that the information confidentiality integrity and availability are maintained as per business ethics. The information shall not under any circumstances, be used in any form with any other agency or for any purpose other than that for which it is intended.
4.1	<b>Social Accountability</b>
4.1.1	BHEL is committed to follow the social accountability in line with SA standards. The contractor shall duly follow the same during the tenure of execution of the contract.
4.1.2	The Contractor shall not employ any employee less than 18 years of age in pursuant to ILO convention. If any child labour were found to have been

	engaged, the contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
4.1.3	The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded labour system (Abolition) Act, 1976
4.1.4	The contractor shall maintain Health & Safety requirement as stipulated in the contract and contract labour (Regulation & Abolition) Act, 1970
4.1.5	The contractor shall abide UN convention w.r.t Human Rights and shall be liable for Discrimination / Corporal punishment for failure in meeting with relevant requirements.
4.1.6	The contractor shall abide the requirement of Contract labour (Regulation & Abolition) Act 1970 for working hours.
4.1.7	The Contractor shall abide by the Statutory requirement of latest Minimum Wages Act and latest payment of Wages Act.
5.0	<b>Past Performance</b>
	BHEL reserve the right to reject a bidder based on their unsatisfactory past performance at any other project.
6.0	<b>SERVICE TAX</b>
6.1	<b>"Price quoted shall be exclusive of service tax.</b> The service tax, as legally levyable & payable by the contractor under the provisions of applicable law' / act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not late than the next bill submitted after the due date of deposit. The contractor shall furnish proof of service tax registration with Central Excise Division covering the services covered under this contract; Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project.
7.0	<b>Extra Work Rates</b>
7.1	The following all-inclusive man-hour rates will be applicable for modification, rectification work or any other work incidental to main work: <ul style="list-style-type: none"> <li>a) Average single man-hour rate including overtime, if any, supervision, use of T&amp;P, other site expenses and incidentals including general consumables, as certified by Site Incharge of BHEL – Rs. 60/- per man-hour (Rupees Sixty per man-hour only)</li> </ul>
7.2	The following all inclusive rates will be applicable for modification work involving welding of high pressure butt joint only. Extra work involving other type of joints will be done on the above man hour rates.(as per 7.1) A) Unit rate per equivalent joint of size OD 63.5 mm X 6.3 mm thickness including NDT. Stress relieving & Radiography as required – A1) Carbon Steel Rs.400/- ( Rs. Four Hundred only ) A2) Alloy Steel Rs.450/- ( Rs. Four Hundred Fifty only )