

(Please read thoroughly all General Conditions of the contract before submitting the Tender document. This document is the part of Tender Document and need not to be submitted along with Technical Bid)

B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D
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F A C T O R Y C I V I L E N G I N E E R I N G D E P A R T M E N T

GENERAL CONDITIONS OF THE CONTRACT

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NOTE: Please read Senior Engineer for Executive Engineer and Manager for Zonal Engineer respectively wherever appearing.

I. The Executive Engineer of the division of BHEL Ltd., having jurisdiction for the time being (herein after called the Executive Engineer) or a subordinate officer deputed by him shall within a period of two months from the date of acceptance of the agreement by the competent authority give to the contractor full and complete particulars of the work to be done hereunder and within like period permit the contractor and his workmen free access to the site on which the work is to be executed. On receiving such particulars and permission, the contractor shall forthwith start the work and shall carry on same with due diligence and all work executed is to be done in a workmanlike manner. The decision of the Executive Engineer or any officer of BHEL, duly authorized in this behalf by such Executive Engr. as to the rate of progress and the quality of work or material shall be final. The contractor shall have the right to cancel the contract and obtain refund of his earnest money, if such particulars and or the permission are not given within he said period of two months.

II. STANDARD PRELIMINARY SPECIFICATIONS:

A. PREFACE:

The following clauses of the standard Preliminary Specifications of the Madras Detailed Standard Specifications only subject to the modifications noted below to this agreement.

N.B:- In cases where the acceptance of this tender is not within the powers of the Executive Engineer incharge of the work, he (Executive Engineer) shall exercise such functions as are delegated to the Executive Engineer in the relevant clauses of the Standard Preliminary Specification applicable to this agreement.

1. INTENT AND REFERENCE TO MADRAS DETAILED STANDARD

SPECIFICATIONS: It is intended by these Madras Detailed Standard Specifications to describe.

- a) the character of the materials to be used.
- b) the method of execution of work; and
- c) the contractor's responsibilities and liabilities to the Bharat Heavy Electricals Ltd., and his workmen and general contract conditions which are to be accepted by every contractor who executes work entrusted to him by the Bharat Heavy Electricals Limited.

Wherever the term 'Standard Specification' or the abbreviation "M.D.S.S." is used in estimates or contract documents, it shall refer to the relevant specification in the Madras Detailed Standard Specifications book and its addenda volume.

2. **TERM "SPECIFICATION" APART FROM "STANDARD SPECIFICATION":**

Wherever the term "Specification" is used in contract documents apart from "Standard Specification" it shall mean the specification or plan prepared for the particular item referred to in the document, for the instruction of the contractor in executing the item of work.

3. **SUB-SPECIFICATIONS:** Works of a similar nature having many common clauses in their specifications are grouped under one specification number with a "General" preface thereto, and the sub-specifications are therefore given an alphabetical affix.

4. **ADDITIONS AND ALTERATIONS TO THE M.D.S.S.:** Additions and alterations to the MDSS will be incorporated in the addenda volume as authorized by the Zonal Engineer.

5. **POWERS OF ZONAL ENGINEER AND EXECUTIVE ENGINEERS TO SUPPLEMENT OR ALTER THE M.D.S.S.:** Zonal Engineer and Executive Engineers may alter the standard specifications for any particular contract, which is within their respective powers of sanction, - when such alteration is found necessary, - by attachment of

a correction sheet to the contract form, bearing the standard specification number, the corrections, and the signature of the Zonal Engineer or Executive Engineer as the case may be, together with the signature of the contractor. Similarly additional specifications for items for which there are no standard specifications will be made by attachment to the contract documents of addendum specification sheets bearing the signature of the Zonal Engineer or the Executive Engineer as the case may be and the signature of the contractor.

6. **DEFINITION OF TERMS:** Wherever the words defined in this clause or pronouns used in their stead occur in contract documents (which includes the M.D.S.S) they shall have the meanings here given:

a) **EXECUTIVE ENGINEER:** Wherever the term Executive Engineer is used, it shall be understood to refer the Executive Engineer for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates to whom the Executive Engineer may have delegated certain duties, acting severally within the scope of the particular duty entrusted to them.

b) **NO DELEGATION BY EXECUTIVE ENGINEER, ZONAL ENGINEER OR HIGHER AUTHORITY, WHICH AFFECTS AGREEMENT:**

It is, however, to be distinctly understood that the Executive Engineer or the Zonal Engineer or the higher authority who is vested with the powers of acceptance of the Particular agreement under reference will make no delegation of powers to such assistants or subordinates which in any way affects the agreement and its contract conditions when such agreement is to be or has been accepted by the Executive Engineer or by the other higher authority respectively. The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.

C) CONTRACTOR: Whenever the term 'Contractor' is used, it shall be understood to refer to particular person, firm or corporation with whom an agreement has been made by

the Executive Engineer or higher authority as the case may be, for executing work defined in the concerned agreement, and for purposes of instructions regarding compliance with contract condition, it shall include the contractor's authorised agent, who is maintained on the work by the contractor. When two or more contractors are engaged on installation or construction work in same vicinity, the Executive Engineer shall be authorised to direct the manner in which each shall conduct the work so far as it affects other contractors.

7. EVIDENCE OF EXPERIENCE : Tenders shall, if required present satisfactory evidence to the Executive Engineer, Zonal Engineer(Civil) that they have been regularly engaged, in constructing such works as they propose to execute and that they are fully prepared with the necessary capital , machinery and materials to begin the work promptly and to conduct it as required by the M.D.S.S. and the other specifications for the particular work tendered for, in the event of their tender being accepted.

8. LEGAL ADDRESS – NOTICES: Tenders should give in their tender, their place of residence and postal address. The delivering at the above named place or posting in a post box regularly maintained by the Post Office Department or sending by letter registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor in writing as may be changed at any time by an instrument executed by the contractor, and delivered to Executive Engineer.

Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render in operative the service of any notice, letter, or other communication upon the contractor personally.

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE 'A':

9. QUANTITIES APPROXIMATE AND CONTRACTOR TO VERIFY THE NATURE

AND AMOUNT OF WORK:

The quantities mentioned in tender notices and given in agreement schedule A are worked out from the relevant drawing in Bharat Heavy Electrical Limited, and may or may not be the actuals required for execution. The Executive Engineer/Zonal Engineer (Civil) does not expressly or by implication agree that the actual amount of the work to be done will correspond therewith but reserves the right to increase or decrease the quantity of any class or portion of the work as he deem necessary.

Tenders must satisfy themselves by a personal examination of the site of the proposed work., by examination of the plans and specifications and by other means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work, and shall not at any time after the submission of their tender, dispute or complain of such statement of quantities nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done – nor in consequence apply for extension of time for completion beyond the agreement date.

10. APPROXIMATE NOT TO MEAN DEVIATION FROM DRAWINGS AND SPECIFICATIONS:

This declaration of the approximate nature of the statement of quantities in Schedule-A does not, however, in any way imply that the quantities will be increased for departure by the contractor from strict compliances with sanctioned drawings and specifications to suit his own convenience or reduce his costs.

C. DRAWINGS AND SPECIFICATIONS:

11. P U R P O S E : The Contract drawings if any read together with the contract specifications are intend to show and explain the manner of executing the work and to indicate the type and class of material to be used.

12. PERFORMANCE :

- a) The works shall be carried out in accordance with the directions and to the reasonable satisfaction of the Executive Engineer, in accordance with the drawings and specifications which form part of the contract and in accordance with such further drawings, details and instructions, supplementing or explaining the same as may from time to time be given by Executive Engineer.
- b) It shall be the reasonability of the contractor to give timely notice to the Executive Engineer, regarding any thing shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, or any error or discrepancy in drawings or specifications and obtain his orders thereon, figured dimensions are to be taken and not these obtained from scaling the drawing. In any discrepancy between drawings and specifications, the latter shall prevail. In any such case or in case any feature of the work is not fully described and set-forth in the drawings and specifications, the contractor shall forthwith apply to the Executive Engineer for such further instructions, drawings, or specifications as he requires, it being understood that the subject is to be dealt with under building procedure of best modern practice. The Executive Engineer will furnish the further instructions, drawings, or specifications, if in his opinion, they are required by competent workmen, for the proper execution of the work.

13. VARIATIONS BY WAY OF MODIFICATIONS OMISSIONS OR ADDITIONS

- a) For all modifications, omissions from or additions to the drawings and specifications, the Executive Engineer will issue revised plans, or written instructions or both and no modification, omission or addition shall be made unless so authorized and directed by the Executive Engineer in writing.
- b) The Executive Engineer shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

14. COPIES OF DRAWINGS AND SPECIFICATIONS: One copy of the available drawings and specifications (a part from the M.D.S.S a copy of which the contractor should purchase for his reference) shall be furnished free of cost to the contractor for his own use. Such copies and copies of supplementary details furnished by the Executive Engineer shall be kept on the work until the completion thereof, and the Executive Engineer shall at all times have access to them.

15. SIGNED DRAWINGS – NO AUTHORITY TO THE CONTRACTOR

No signed drawing shall be taken as in itself an order for variation, unless either it is entered in the agreement schedule of drawings under proper attestation of the contractor and the Executive Engineer, or unless it has been sent to the contractor by the Executive Engineer with a covering letter confirming that the drawing is an authority for variation for the contract under reference.

16. FINISHED SIZES: The whole of the specified or figured dimensions or drawings are to be finished sizes after dressing or planing or cutting, subject however to the condition that, unless marked 'Nett' 1/16 will be allowed for planing for each planed finished

surface of woodwork, when the contractor is permitted to use carefully sawed market size cut scantlings. This allowance will only be permitted in the case of sections 5/8" thick or over. The figured dimensions of masonry walls and reinforced concrete are exclusive of the thickness of plaster or skirtings or cement or wall linings, unless other-wise specifically stated.

D. MATERIALS AND WORKMANSHIP

17. TO BE THE BEST QUALITY: All materials, articles and workmanship shall be the best of their respective kinds for the class of work described in the contract specification and schedule, materials being obtained from sources approved by the Executive Engineer. The word 'BEST' as used in these specifications shall mean, that in the opinion of the Executive Engineer, there is no superior quality of material or finish of articles on the market and that there is no better class of workmanship available for the nature of the particular item described in the contract schedule. The contractor shall, upon the request of the Executive Engineer furnish him with the vouchers to prove that the materials are such as are specified.

Samples of materials shall be furnished at the contractor's expense to the Executive Engineer when called for in the tender notice or ordered to be furnished by the Executive Engineer prior to execution of any work.

18. CONVENTIONS FOR PROPORTIONS: Wherever the proportions are written by figures without further description and where the meaning is otherwise clear as to which figure is intended to apply to each materials, then the usual conventions will be understood to apply. For example :-

1:2 Means 1 lime (or cement in accordance with the context) and 2 sand.

1:2:4 Means 1 lime (or cement in accordance with the context), 2 sand, and 4 broken stone (or other aggregate in accordance with the context).

19. MEASUREMENT AND MIXING: In the case of loose materials such as lime, sand, cement, broken stone, surki, motor, etc., the proportions demanded by the specifications must be measured in properly constructed measuring boxes, or in such other manner as shall be instructed by the Executive Engineer.

Measurement is not to be done in loose heaps when intimate mixtures, such as mortar, concrete etc., are to be formed. The mixing must always be done on closely constructed platforms so that there will be no leakage of any of the materials through the floor of the platform, and also that no foreign material can be incorporated during the mixing. These platforms must be approved by the Executive Engineer. The cost of such measuring boxes and platforms and all the work referred to herein shall be borne by the contractor.

20. D A T A: The materials and labour utilized in the execution of work by the contractor shall not be less than that given in the standard data as adopted or approved by B.H.E.Ltd. for the relevant items.

21. LAYOUT OF MATERIAL STACKS: The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Executive Engineer. He shall submit, for the approval of the Executive Engineer, before starting work, a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.

22. SOURCE OF PURCHASE OF MATERIALS AND STORES: The Executive Engineer shall, during the progress of work, have power to cause the contractor to purchase and use such materials or supplies from B.H.E.Ltd., brick fields stores or other sources as may be specified in the contract, for the purposes therein specified.

23. CONTRACTOR LIABLE FOR MATERIALS SUPPLIED : By BHEL:

The contractor shall be responsible for all materials and other articles and things which may be supplied by BHEL, from the time he takes delivery there of and shall use them only for the purposes of this contract and shall make good any loss, damage, wastage or undue wear and tear that may take place from whatever cause and pay to BHEL for such loss, damage, wastage or undue wear and tear such sum as the Executive Engineer may determine.

24. TEST INSPECTION AND REJECTION OF DEFECTIVE MATERIALS AND WORK:-

- a) The contractor shall provide proper facilities at all times, for the testing of materials and inspection of the work by the Executive Engineer, and the Executive Engineer shall accordingly also have access at all times to the place of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.
- b) The contractor shall, upon demand, also forward for the Executive Engineer's inspection, test certificates supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which such certificates are usually available.
- c) The Executive Engineer shall have power to reject at any stage, any work which he considers to be defective in quality of material or workmanship and he shall not be debarred from rejecting wrought materials by reason of his having previously passed them in un-worked condition. Any portion of the work, or materials rejected or pronounced to be inferior or not in accordance with the drawings and specifications, shall be taken down and removed from the work-site at the contractor's expense, within 24 hours after written instructions to that effect have been given by the Executive Engineer. Replacement shall at once be made in accordance with the specifications and drawings, at the contractor's

expense. In case of default on the part of the contractor to carry out such orders the Executive Engineer shall have power to employ and pay other persons to carryout the orders at the contractor's risk and all expenses consequent thereon and incidental there to shall be borne by the contractor.

In view of rejecting work not done in accordance with the contract, the Executive Engineer may allow such work to remain, and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.

- d) **WORKS OPENED FOR INSPECTION:** The contractor shall at the request of the Executive Engineer, within such time as the Executive Engineer shall name, open for inspection any work covered up; and should the contractor refuse or neglect to comply with such a request, the Executive Engineer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Executive Engineer's instructions, or if on being opened up, it be found not in accordance with the drawings and specifications or the written instructions of the Executive Engineer the expenses of opening it and covering it up again, whether done by the contractor or such otherworkmen, shall be borne by, or recovered from, the contractor. If the work has not been covered up in contravention of such instructions, or if on being opened up it be found to be in accordance with the drawings and specifications or the written instructions of the Executive Engineer, then the expenses aforesaid shall be borne by BHEL and shall be added to the contract sum, provided always that in the case of foundations, or any other urgent work so opened up and requiring immediate attention, the Executive Engineer shall within reasonable time after the receipt of a notice from the contractor that the work has been so opened, make or cause the inspection thereof to be made, and at the expiration of such time if such inspection shall

not have been made, the contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of BHEL.

25. DEFECTS, SHRINKAGE ETC., AFTER COMPLETION: Any defects shrinkage or other faults which may appear within six months from the completion and final taking over of the works arising, in the opinion of the Executive Engineer, from faulty materials or workmanship not in accordance with the drawings and specifications or the instructions of the Executive Engineer, shall, upon the directions in writing of the Executive Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, unless the Executive Engineer shall decide that the contractor sought to be paid for the same at the rates agreed or such reduced or other rates as the Executive Engineer may employ and pay other persons to amend and made good such defects, shrinkage or other faults or damage, and all expenses consequent there-on and incidental there to shall be borne by the contractor.

Provided that in the event of BHEL taking over portions of the works and when they are completed the liability of the contractor under this clause, shall extend to a period of six months from date of the final taking over of the works irrespective of the actual dates on which portions of the works were taken over.

26. EXECUTIVE ENGINEER'S DECISION: To prevent disputes and litigation, it shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship removal of improper work, interpretations of the contract drawings and contract specifications, mode of procedure, and the carrying out of the works, the decision of the Executive Engineer shall be final and binding on the contractor, and in any technical question which may arise touching the contract, the Executive Engineer's decision shall be final and conclusive.

27. DISMISSAL OF WORKMEN: The contractor shall, on the request of the Executive Engineer, immediately dismiss from the works any person employed thereon who may, in the opinion of the Executive Engineer, be incompetent or misconduct himself, and such person shall be again employed on the works without the written permission of the Executive Engineer, but the contractor may appeal to the Zonal Engineer (Civil) against such dismissal.

28. CONTRACTOR'S MAISTRI OR AGENT AND CONTRACTOR'S STAFF:

The contractor shall in his own absence keep constantly on the works a competent maistri or agent, and any directions or explanations given by the Executive Engineer or his representatives to such maistri or agent shall be held to have been given to the contractor.

The contractor shall further provide all staff which is necessary for the proper supervision, execution and measurement of the work to ensure full compliance with the terms of the contract.

29. B.H.E.Ltd., MAISTRIES OR AGENTS: The B.H.E.Ltd., may be represented on the works by an agent, clerk of the works, or maistri who is not borne on the official list of officers and subordinates of the Bharat Heavy Electricals Limited. He (if appointed) shall, in the absence of the Executive Engineer, furnish the contractor with the Executive Engineer's or his representative's instructions and directions as to the progress and execution of the works and

the contractor shall duly comply with such instructions and directions and shall, on the written requisition of the maistri, clerk of works or agent, stay the further progress of any portion of the works which in his judgment is being constructed with unsound or improper materials or workmanship, until the opinion and determination of the Executive Engineer

shall be obtained thereon, but such maistri, clerk of works or agent, is to have no power whatever to order any extra works or deviation from the specifications and drawings.

E. INCLUDED IN THE CONTRACT RATES:

The items mentioned in this section 'E' are to be provided by the contractor and are therefore to be allowed for in his contract rates for the various items of work in the contract schedule, not withstanding any contrary 'mamul' procedure claimed by the contractor, unless there are definite superceding instructions in the specifications relating to the contract in question.

30. DEFINING CONTRACT SCHEDULE RATES: The rate entered in a contract schedule for any class of work shall be for finished work in situ and shall include all contingent expenses whether direct construction expenses involved in the building in place in accordance with the drawings and specifications, or whether they be expenses imposed by an out side authority such as local body. Such contingent expenses shall not entitle the contractor to claim an extra in respect there of.

31. CARRIAGE:

- a) Rates for finished work shall always include the cost of conveyance and all loads, lifts, leading, unloading and stacking in the manner and at the place ordered by the officer in immediate charge of the work, unless circumstances necessitate provision for a separate schedule item, in which case such will be specified in the tender notice or schedule. When materials are supplied by BHEL the place of supply shall be specified in schedule 'B' and no extra payment will be made for conveyance, leads, lifts, loading, unloading, or stacking. If the place of supply not so specified the parties intending to tender should obtain the information form the Executive Engineer before tendering. Otherwise the absence of information in regard to place of supply will not entitle the contractor to any extra payment.

- b) Wherever the term 'carriage' or 'conveyance' is used in a schedule item, it shall, in the absence of other schedule provision or modifying description in the specification, be taken to include all leads, lifts, loading, unloading and stacking in uniform stacks to the satisfaction of the Executive Engineer, with careful attention to close packing in the case of materials which are to be measured in stacks as basis of payment for finished work.

NOTE: If for carriage there is a separate schedule item provision with a specification payment for carriage will ordinarily be by bulk or weight at a mileage rate between specified places and on the basis of the method adopted in the standard schedule of rates for carriage of materials. The distance will be measured by the nearest practicable and cheapest route, whether metalled or unmetalled road or card-tract.

- c) When carts or vehicles of any sort are engaged by the day, the quantity of material to be conveyed, the distance to be travelled and the number of trips to be made shall, if he considers it necessary, be fixed by the Executive Engineer.
- d) The contractor is responsible for making good all loss in transporting material entrusted to him or his agents, whether caused by wastage, breakage, theft, or any other cause.
- e) No payment shall, in any case be made for the return trip with carts empty. Where there are loads also for return trip the agreement rates should allow for the reduced cost there by on each set of materials so conveyed.

32. CONSTRUCTION PLANT: The contractor shall include in his tendered price and shall provide and install all necessary construction plant and shall use such methods and appliances

for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which, in the opinion of the Executive Engineer, will ensure the completion of the work within the time

specified. If at any time before the commencement, or during the progress of work, or any part of it, such methods or appliances appear to the Executive Engineer to be insufficient or inappropriate for securing the quality of the work required, or the said rate of progress, he may order the contractors to increase their efficiency, or to improve their character, and the contractor shall comply with such orders; but the failure of the Executive Engineer to demand such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract, and the contractor alone shall be responsible for the efficiency and safety of his plant, appliance and methods.

It is, however, open to the Executive Engineer to lend or supply to the contractor any tools, implements, materials and machinery that the Executive Engineer may consider desirable; but for any such tools, implements, materials and machinery that may be lent or supplied to the contractor B.H.E.L Ltd., the contractor shall pay such deposit and hire, purchase price as may be determined by the Executive Engineer. All articles that may be so lent or hire to the contractor shall be returned in good serviceable condition by him to the Executive Engineer before the final bill for the work is paid and any shortage or damage shall be recovered from the contractor in the final bill at such rate as may be determined by the Executive Engineer after making such allowance as he may consider suitable for fair wear and tear.

33. SCAFFOLDING INSTRUCTIONS: All requisite scaffolding shall be provided at the contractor's expense and shall double i.e. it must two sets of upright supports. Care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Executive Engineer may issue to ensure such safety. The contractor will be

entirely responsible for any damage or injuries to persons or property resulting from illerected scaffolding, defective ladders, or otherwise arising out of his default in this respect.

34. TEMPORARY STRUCTURES: The contractor shall erect and maintain at his own cost temporary weather-proof sheds at such places and in a manner approved by the Executive Engineer for keeping materials under cover. The contractor shall also provide and maintain at his own expense such temporary fences, guards, bridges and roads as may be necessary for the execution of his contract work for safeguarding or accommodating the public. If the Executive Engineer shall order any departure from any arrangements made by the contractor, the contractor shall comply-with such orders as the Executive Engineer may issue to safeguard or accommodate the public. Sheds for housing workmen shall be provided at the contractor's expense, if in the opinion of the Executive Engineer such are necessary or desirable.

35. WATER AND LIGHTING: The contractor shall pay all fees and provide water and light as required from Municipal mains or other sources, and shall pay all charges there for (including storage tanks, meters etc.) for the use of the works and workmen, unless otherwise arranged and decided on, in writing, with the Executive Engineer. The water for the works shall be, so far as practicable, free from earthy, vegetable, or organic matter, and from salts or other substances likely to interfere with the setting of mortor or otherwise prove harmful to the work.

In the event of water and electric current being supplied by BHEL the point of supply, conditions, and recovery charges for the same shall be as specified in schedule – D.

36. LATRINE FOR WORK PEOPLE: The contractor shall provide and erect, prior to the commencement of work, sufficient latrines for use of the work people male and female

and shall keep the same disinfected and clean at all times during the progress of the works, and shall remove the same, disinfect the ground and make good all damage on the completion of the works.

37. SUN PROTECTION KEEPING DRY AND PUMPING: The contractor shall at his own expense arrange all requisite protection of the work and materials against sun or rain effects and shall keep all portions of the work free from water to the satisfaction of the Executive Engineer and shall use his own plants for the purpose, unless otherwise specifically provided in the contract specifications.

38. TOOLS AND SEIGNIORAGE : The contractor shall, unless otherwise specifically stated in the tender notice and subsequently on this basis in the contract be responsible for the payment wherever payable of all import duties, tolls, octroi duties, seigniorages, quarry fees, etc. all material and articles that he may use.

The contractor shall be solely responsible for the payment of sales tax under the provisions of the relevant Act, as in force for the time being and the rates for various items of work shall remain unaffected by any change that may be made from time to time in the rate which such tax is payable.

Notwithstanding anything contained in relevant Tariff Act, the rates for items involving the use of supply of articles obtained by the contractor from outside India shall remain unaffected by any changes that may be introduced in the Customs duties.

39. SETTING OUT WORKS: The contractor shall be responsible for the correct setting out of all works, providing at his own cost all labour, materials and staff required for so doing.

40. CLEANING UP DURING PROGRESS AND FOR DELIVERY: All rubbish shall be burnt or removed from the site as it accumulates. All floors, stairs, landing, doors,

windows, surface and soil drains shall be cleaned down and put in a thoroughly complete, clean, sound and workmen like state to the satisfaction of the Executive Engineer before the work is finally handed over, all rubbish and surplus materials not required by the Executive Engineer having first been removed by the Contractor. The contractor shall give notice in writing to the Executive Engineer when the work is so ready to be handed over, and shall be responsible for its maintenance until it is taken over by the Executive Engineer.

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACT:

EXPLANATION: This section sets forth some responsibilities which the contractor shall assume -in addition to those mentioned in other sections of this “Preliminary specification”-under every contract which he enters in to with the Bharat Heavy Electricals Limited, and he should therefore calculate his unit prices for schedule items of work accordingly.

**41. OBSERVANCE OF LAWS-LOCAL REGULATIONS AND NOTICES
ATTACHMENTS:**

The contractor shall confirm to the regulations and by-laws of any local authority and or of any water or lighting supplied by B.H.E.Ltd., with whose systems the structure is proposed to be connected and shall before making any variations from the drawings or specifications that may be necessitated by so conforming, give to the Executive Engineer written notice, specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. In case the contractor shall not receive such instructions within seven days, he shall proceed with the work, conforming to the provision, regulations, or by-law in question; and any variations in the drawings or specifications so necessitated shall be dealt with under clause 60. The contractor shall give all notices required by the said Acts, regulations or by-laws and pay all fees in connection therewith, unless otherwise

arranged and decided on in writing with the Executive Engineer. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contract. In every case referred to in this clause the contractor shall protect and indemnify B.H.E.Ltd., against any claim or liability arising from or based on order, decree, or attachment, whether by himself or by his employees.

42. APPRENTICES ACT: The contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Zonal Engineer (Civil), in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

43. ACCIDENTS – HOARDING – LIGHTING OBSERVATIONS WATCHMEN:

- a) When excavations have been made or obstacles have been put in public through-fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law on the subject, and shall provide suitable hoarding, lighting and watchmen as necessary.
- b) It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and the shall indemnify B.H.E.Ltd., against any claims for damages for injury to persons or property, resulting, from any such accident; and shall, where the provisions of the Workmen's Compensation Act., apply, take steps to properly insure against any claim there under.
- c) 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 of such accident, intimate in writing to the concerned Executive Engineer of the B.H.E.Ltd., the

fact of such accident. The contractor shall indemnify B.H.E.Ltd. against all loss or damage sustained by B.H.E.Ltd., resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by B.H.E.Ltd., as a consequence of failure by B.H.E.Ltd., to give notice under the workmen's compensation Act or otherwise conform to the provisions of the said / Act in regard to such accident.

In the event of an 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 BHELTD. as principal it shall be lawful for the Executive Engineer to retain, out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the said Executive Engineer, be sufficient to meet such liability, the opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.

44. BLASTING: Blasting executed by contractors in connection with works of B.H.E.Ltd., shall be carried out in the manner described under 'Blasting operations, Instructions to contractors' of M.D.S.S.

45. PROTECTIONS OF ADJOINING AND EXISTING PREMISES: The contractor is to protect the whole of the adjoining and, where necessary, the existing premises and all works and all fittings to all buildings on and adjoining the site against structural and decorative damage caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work existing public or private footways or roadways.

46. PERMIT OTHER WORKMEN CO-OPERATION – AFFORD FACILITIES:

The Executive Engineer shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract, for those operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract, but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works, provided he complies with the Executive Engineer's instructions in connection therewith, and provided that the damage is not caused by himself or his workmen.

The contractor shall, to all times, co-operate, assist, attend on, and afford facilities for such specialists as may be employed by the Executive Engineer on other works in connection with the building, allowing them, free of charge, the use of all plant, light and water installed in the works. The contractor shall also cause such special work or protect it as instructed, to avoid injury during progress of the works. For failure so to protect the contractor must make good any damage caused.

47. HOLES FOR WATER SERVICE, GAS, ELECTRICAL AND SANITARY FITTINGS:

The contractor shall leave all holes in masonry and floors for the insertion of water services, gas and electrical connections and sanitary fittings in the exact position indicated by the Executive Engineer during the progress of the work. These holes must be properly built up, in a workmanlike manner, at the contractor's cost, as soon as the fittings have been installed, in cases where the installations are made during the construction of the building and where, in the opinion of the Executive Engineer, delays in settlement of accounts will not thereby occur.

48. CONTRACTOR'S RISK AND INSURANCE: The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer. The contractor shall accordingly arrange his own insurance against fire and other usual risks during such period unless otherwise specified. Provided however that the contractor shall not be liable for all or any loss or damage occasioned by or arising out of acts of God, and in particular unprecedented flood, volcanic eruption, earthquake or other convulsion or nature, invasion the act of foreign enemies hostilities or warlike operations (before or after declaration of war) rebellion, military or usurped power.

49. HOLIDAYS: No work shall be done on Sundays or other declared holidays of B.H.E.Ltd., without the written permission of the Executive Engineer or of the Officer-in-charge of the work, and the contractor shall comply with the provisions of the Factory Act, if and so far as the same are applicable.

G. MISCELLANEOUS:

50. SAND AND GRAVEL: The contractor shall not make any excavation upon the site for the purpose of obtaining gravel, sand or soil other than shown on or implied by the drawings, except with the previous permission of the Executive Engineer.

51. OLD CURIOSITIES: All old curiosities, relics, coins, minerals, etc. found in excavating or pulling down, shall be handed over to the Executive Engineer. Should any ancient masonry, or other old work of interest be opened up, the Executive Engineer's attention shall be called to the same before demolition or removal.

52. ASSIGNMENT OR SUB-LETTING: The contractor shall not, without the written consent of the Executive Engineer, assign the contract or sublet any portion of the same. Ordinarily no sub-letting will be permitted, but in case such should be permitted by the

Executive Engineer it shall in no way free the contractor from any of his responsibilities under any clause of the preliminary specifications or of the 'Agreement'.

53. SPECIALISTS: The Executive Engineer shall, during the progress of the work, have power to select, nominate or recommend tradesmen or specialists to supply material or execute such portion of the work as he may consider desirable in the interest of the B.H.E.Ltd.

54. RATIFICATION OF THE ORDERS OF THE EXECUTIVE ENGINEER :

Should the acceptance of the tender be beyond the authorized powers of the Executive Engineer as per delegation of powers of B.H.E.Ltd., the orders and decisions of such Executive Engineer with regard to extension of time for completing the contract or the termination of the contract or of the employment of specialists for certain portions of the work as described in the previous clause will be subject to the ratification of the higher authority who accepted the tender.

55. ORDER BOOK: An order book shall be kept at the site of the work and in the custody of the officer in direct charge of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Officer in direct charge of the work and by the contractor or by his representative. In important cases the Executive Engineer or the Zonal Engineer (Civil) will countersign the entries which have been made. The order book shall not be removed from the work, except with the written permission of the Executive Engineer.

H. DATE OF COMMENCEMENT COMPLETION, DELAYS, EXTENSIONS, SUSPENSION OF WORK AND FORFEITURE.

56.DATE OF COMMENCEMENT AND COMPLETION: On notification of possession of the site (on promises) being given to the contractor as provided in paragraph 8 supra, he shall forthwith begin the work, shall regularly and continuously proceed with

them and shall complete the same (except for painting or other work which, in the opinion of the Executive Engineer, it may be desirable to delay) by the date of completion, as stipulated in the Agreement, subject, nevertheless to the provisions of extension of time mentioned in the next clause. The contractor shall under no circumstances be entitled to claim any damage from BHEL. If he incurs any expenses or liabilities to payment under the contract before the date of commencement, defined above, the contractor shall have the right to withdraw from the contract and obtain refund of his Security Deposit if such intimation of handing over the site is delayed more than two months from the date of acceptance of the agreement by competent authority.

57. DELAYS AND EXTENSION OF TIME: No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except, as hereinafter defined. On receipt of an application from the contractor in the proforma as Annexure-B, reasonable extension of time will be allowed by the Executive Engineer or by the officer competent to sanction the extension, for unavoidable delays, such as may result from causes, which, in the opinion of the Executive Engineer are undoubtedly beyond the control of the contractor. The Executive Engineer shall assess the period of delay or hindrance caused by any written instructions issued by him at twenty five per cent in excess of actual working period so lost.

In the event of the Executive Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Zonal Engineer (Civil). The contractor shall lodge in writing with the Executive Engineer a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed. Whenever authorized alterations or additions made during the

progress of the work are of such a nature, in the opinion of the Executive Engineer as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Executive Engineer or other competent authority when ordering such alterations or additions.

58. DELAYS IN COMMENCEMENT OR PROGRESS OR NEGLECT OF WORK AND FORFEITURE OF EARNEST MONEY SECURITY DEPOSIT AND WITH-HELD AMOUNTS:

- a) Time shall be considered as of the essence of the contract. If, at any time the Executive Engineer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contract or is neglecting or delaying the progress of the work as indicated in Annexure 'C' he shall so advise the contractor in writing and at the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipt of such notice it shall then or at any time thereafter, be lawful for the Executive Engineer to determine the contract which determination shall carry with it the forfeiture of the security deposit and the total of the amount with-held under Cl.65 below, together with the value of such work as may have been executed and not paid or such proportion of such total sums, as shall be assessed by the Executive Engineer.
- b) If, however, the Executive Engineer notwithstanding the failure of the contractor to comply with the demand referred to in paragraph (a) of this clause failure to maintain the 'Rate Progress' specified in the Agreement plus any extension of time that may have been allowed to the contractor as defined in Clause 57, shall permit the contractor to proceed with the whole or part and continue and complete the whole or such part of the work, such permission shall not be deemed to be a waiver in any respect by the Executive Engineer or the right of forfeiture under this clause: provided, however that any such

forfeiture under this sub-clause shall not exceed 5 percent of the total of the finished contract amount provided however that any authority higher in rank than the Executive Engineer may in his absolute discretion waive or modify any penalty or forfeiture imposed by the Executive Engineer under the provisions of this clause.

- c) It shall be a further right of the Executive Engineer under this clause at any time that the 'Rate of progress' programme in the agreement is not maintained to give any part of the work to any other contractor at his discretion in order to maintain 'Rate of Progress' and the contract shall then be determined for only that portion of the work given to the other contractor. The forfeiture under paragraph (b) of this clause will in these circumstances be applied.

59. SUSPENSION OF THE WORKS BY THE CONTRACTOR : If the contractor (except on account of any legal restraint not occasioned by his own wilful act or default or orders from Bharat Heavy Electricals Limited, preventing the continuance of the work, or on account of any of the causes for which an extension of time has been sanctioned by competent authority) shall suspend the works, or subject the work or a portion thereof without sanction of the Executive Engineer, or in the opinion of the Executive Engineer, shall neglect or fail to proceed with due diligence in the performance of his part of the contract as laid down in the schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause 24, the Executive Engineer shall have power to give notice in writing to the contractor requiring that the works be proceeded with in accordance with the terms of the contract. Such notice shall not be unreasonable, or vexatiously given, and must signify that it purports to be a notice under the provisions of this clause, and must specify the act or default on the part of the contractor upon which it is based. After such notice shall have been given the contractor

shall not be at liberty to remove from the site of the works, or from the ground contiguous there to, any plant or materials belonging to him, which shall have been placed thereon for the purpose of the work; and B.H.E.Ltd., shall have a lien upon all such plant and materials, to subsist from the date of such notice being given until the notice shall have been complied with. The B.H.E.L shall have power to post watchman at the site of the works and or the ground contiguous thereto in order to prevent the removal of any plant or materials upon which the B.H.E.Ltd., shall have a lien. If the contractor shall fail for fourteen days after such notice has been given, to comply with the same to the satisfaction of the Executive Engineer as certified by him in writing, Bharat Heavy Electricals Limited may enter upon and take possession of the works and site, and of all such plant and materials thereon (or on any ground contiguous thereto) and all such plant and materials as above mentioned shall thereupon be at the disposal of BHEL, absolutely, for the purpose of completing the work. If B.H.E.Ltd., shall exercise the above power to enter upon the works and take possession of the works, plant and material they may engage any other person to complete the works, and exclude the contractor, his agents and servants from entry, upon or access to the same except that the contractor or any person nominated by him may have access at all reasonable times to inspect, survey and measure the works, already executed by him. And BHEL shall thereupon take such steps as they may consider necessary for completing the works without undue delay or expense, using for that purpose the plant and materials above mentioned and obtain such additional plant and materials as the Executive Engineer shall decided is necessary for the due prosecution and completion of the work. Upon the completion of the works, the Executive Engineer shall certify the amount of the expenses properly incurred consequent on, and incidental to, the default of the contractor as aforesaid and in having the works

completed by other persons, having credited the contractor with the valued of the materials utilised as aforesaid. Should the amount so certified be less than the amount which would have been due to the contractor on the completion of the works by him, the difference shall be paid to the contractor by Bharat Heavy Electricals Limited, should be amount of the former exceed the latter, the difference shall be paid by the contractor to Bharat Heavy Electricals Limited, B.H.E.Ltd., shall not be liable to make any payment to the contractor on account of the use of such plant for the completion of the works under the provision herein before contained. Bharat Heavy Electricals Limited may at any time give notice in writing to the contractor to remove any of his plant or materials form the site and not required for completion of the works. If such plant and/or materials are not removed within fourteen days after notice shall have been so given, B.H.E.Ltd., may remove and sell the same, holding the proceeds, less the cost of removal and sale, to the credit of the contractor.

In case B.H.E.Ltd., shall exercise the power contained in this clause and shall complete the works by any other person as therein provided, the Executive Engineer, after instituting such enquiries as he may deem fit, with or without notice to the contractor, shall certify hat amount (if any)had at the time of the Bharat Heavy Electricals Limited, exercising such power as aforesaid, been reasonable earned or would reasonably accrue to the contractor in respect of work then actually done by him in the promises and such certificate shall be final and binding on the contractor.

Notwithstanding any thing contained in clause 48 above, when possession of the work and site is taken by B.H.E.Ltd., in exercise of the power contained in this clause the portion of the work is completed by the contractor in the premises shall be maintained by Bharat Heavy Electricals Limited , at the risk and expense of the contractor until the

whole of the work is completed by other agency and possession thereof taken by the Bharat Heavy Electricals Limited.

I-J: PARTICULARS OF PAYMENT:

60. PAYMENT FOR SUBSTITUED OR ADDITIONAL ITEMS: Any unforeseen additional work that may become necessary and is accordingly carried out under this agreement under proper written orders shall be measured and valued by the Executive Engineer or his representative at the rates contained in schedule 'A'. If there is no rate in schedule 'A' for any work ordered to be carried out by the Executive Engineer then the rates for the items or works will be fixed as follows and are binding on the contractor. A supplemental slip signed and dated by the contractor and the Executive Engineer (or the higher sanctioning authority as the case may require) shall be entered and attached to the agreement.

i) For any item of work the execution of which is in substitution of an item contemplated and appearing in Schedule 'A' the rate shall be, the approved datum/standard schedule of rate of B.H.E.Ltd., at the time of accepting the tender of the contractor plus/minus percentage variation of the original item to the approved/datum/standard schedule of rate of B.H.E.Ltd., as appearing in the comparative statement.

ii) For any other item of work, the rate shall be the approved/datum standard schedule of rate of B.H.E.Ltd., prebidding at the time of commencement of the work plus/minus the percentage variation of the total value of the work as awarded to the total estimated value, as appearing in the comparative statement.

61. **NO PAYMENT FOR UNSANTIONED EXTRAS:** It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras in cases where such variations have been made without the written sanction of the Executive Engineer.

62.ACCOUNTS, RECEIPTS AND VAUCHERS: The contractor shall at any time, upon the request of the Executive Engineer furnish him with all invoices, accounts, receipts and other vouchers that he may require in connection with the contract.

63. FRAUD, WILFUL NEGLIGENCE OR DEFAULT:

A final other certificate of payment or of completion, or acceptance or settlement of accounts shall, in any circumstances relieve the contractor from his liability for any fraud or wilful neglect or default in the execution of the contract or any wilful or unauthorized deviations from the drawings, specifications, instructions and directions for the time being binding upon him.

64. UNFIXED MATERIALS: The contractor may also be paid during the progress of the work 75% of the of any materials which are in the opinion of the Engineer-in-charge in accordance with the contract, and are actually required for incorporation in the work and which have reasonably been brought on to the site in connection therewith and are adequately stored and or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the work. Payment of such advances however shall be purely at the discretion of the Zonal Engineer or Executive Engineer provided always that payment shall not be made under these periodical certificates in respect of perishable materials like lime, cement, sand etc. The payment shall be made upon production of an indemnify bond by the contractor.

Any sums due from the contractor on account of tools and plants, stores or any other items provided by Bharat Heavy Electricals Limited shall be deducted from the respective advances. The executive Engineer shall from time to time certify the sums payable to the contractor after retaining the reserved.

65. PAYMENTS: The quantity of work executed shall be measured and payment made ordinarily, monthly, these measurements are to be verified by the contractor before payment and in token of having verified and accepted the measurements, the contractor should sign at the end of measurements, recording as follows:

“I have verified on _____ the measurement recorded on pages _____ of M.B. _____ and I accept the same as correct”.

If any recording of measurements are not acceptable to the contractor(s) he should make a note to that effect indicating also the date on which he has recorded the note. On the completion of the work or the termination of this agreement, final measurements will be made and the account adjusted accordingly.

(b) The earnest money deposited by the contractor shall be retained as security for the due fulfillment of the agreement. After the work has been carried out by the contractor to the extent of ten times the value of the above deposit, a deduction at the rates shown below of the value of further work done by contractor shall be made for purposes of additional security from each intermediate bill and also the final to be paid to him and retained under “Deposits”

Gross value of work done:

-Works costing up to Rs. 2 lakhs : Nil

-Works costing more than Rs. 2 lakhs and up to Rs. 5 lakhs : Rs. 10,000/-

-Works costing more than Rs. 5 lakhs and up to Rs. 10 lakhs : Rs. 20,000/-

- Works costing more than Rs. 10 lakhs and up to Rs. 20 lakhs : Rs. 40,000/-
- Works costing more than Rs. 20 lakhs and up to Rs. 30 lakhs : Rs. 60,000/-
- Works costing more than Rs. 30 lakhs and up to Rs. 50 lakhs : Rs. 1,00,000/-
- Works costing more than Rs. 50 lakhs and up to Rs. 100 lakhs : Rs. 1,50,000/-
- Works costing more than Rs. 100 lakhs: Rs. 2,00,000/-

NOTE: The deduction from any bill will be at the rates indicated above less the amount already remitted by the contractor towards

Earnest Money Deposit amounts withheld in the previous bills.

The above deposit may be furnished in any of the forms detailed at para 3 of Tender notice.

On the completion of entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except the 'Deposits' detailed above, provided there is no recovery from or forfeiture by the contractor to be made under clause 58. The amount kept under deposits will be paid to the contractor soon-after a period of six months as all defects shall have been made good according to the true intent and meaning hereof whichever shall last happen; provided always that the contractor shall first have been paid the final bill. The release of 'Deposits' shall be made in the proforma (Annexure-E) and the payment, among other things, is subject to the contractor giving a valid release and discharge from any and all claims arising out of the contract, as detailed in the said proforma (Annexure-'E').

No final payment or certificate of the Executive Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, not shall it relieve the contractor from his liability to make good defects as provided by the contractor.

66. INTEREST ON MONEY DUE TO THE CONTRACTOR: No omission by the Executive Engineer to pay the amount due shall vitiate or make void the contract, not shall be contractor be entitled to interest upon nay guarantee fund or payment in arrear not upon any balance which may, on the final settlement of his accounts be found to be due to him.

67. ACCEPTANCE OF FINAL MEASUREMENTS: The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Executive Engineer either in the measurement book or otherwise as demanded, a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of, or connected with the contract as in the proforma given below:

“I have no claim and demand outstanding against Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 for the work done or for labour of materials supplied or on any other account arising out of or connected with the contract except the ‘Deposits’ detailed in clause 65 (b) and the payment of this bill shall be in final and full settlement of all my claims and demands in respect of the work to which agreement No. _____ dt. _____ relates”.

And also produce a valid certificate from the income Tax authorities that all income tax payable by him upto date has been duly paid, provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the Executive Engineer, in supplying the final measurements and payments and payment. The final measurements, if any of the Executive Engineer shall be final, conclusive and binding on the contractor.

68. RECOVERY OF MONEY FORM CONTRACTOR IN CERTAIN CASES: In every case in which provision is made for recovery of money from the contractor B.H.E.Ltd.

shall be entitled to retain or deduct the amount thereof from any money that may be due or may become due to the contractor under these presents and /or under any other contract or contracts or any other account whatsoever.

69. CONTRACTOR DYING, BECOMING INSOLVENT INSANE OR IMPRISONED:

In the event of the death or insanity or insolvency or imprisonment of the contractor or where the contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation, voluntary or otherwise, the contract may at the option of the Executive Engineer be terminated by notice in writing posted at the site of the works and advertised in one issue of local daily and all accepted and acceptable works shall forth wise be measured - up and paid for at the rates provided in the contract schedule where such apply or otherwise by the most recent schedule or rates of the division approved by competent authority, to the person or persons entitled to received and give a discharge for the payment.

70. ARBITRATION: All disputes between the parties to the contract arising out of or relating to the contract, other than those for which the decision of the Zonal Engineer (Civil)/ Executive Engineer/Accepting Officer 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 the other party be referred to the sole arbitration of any officer of Bharat Heavy Electricals Limited, appointed as arbitrator by the General Manger of Bharat Heavy Electricals Limited in his sole Unless the parties otherwise agree such reference shall not take place until after the completion of the works or after determination, abandonment or breach of the contract. The venue of arbitration shall be such places as may be fixed by the Arbitrator in his sole discretion.

The award of the Arbitrator shall be final conclusive and binding on both parties to the contract.

71. The tenderers should be professionally qualified or they should undertake to employ required number of professionally qualified staff as determined by Zonal Engineer (Civil) of Bharat Heavy Electricals Limited, The tenderers should see that one of such technical staff is always at the site during working hours, personally checking all items of work and paying extra attention to such works, as may deem special attention (eg.) Structural Steel Work, Reinforced Concrete Works Etc. For the non-employment of the technical staff at any time during the period of execution and also before handing over the works to Bharat Heavy Electricals Ltd., the contractor can be penalised, to the total of such penalty on one or more occasions not exceeding one percent of the contractor value.

72. Should a tenderer or a contractor on the list of approved contractors, have a relative or in the case of a firm or company of contractors, any of its shareholders, or share-holder's relative employed in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which the tender may be disqualified , or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in General Conditions of Contract.

Date :

Witness :

Signature of the party
making the tender :

Residence :

ACCEPTED BY ME :

ANNEURE 'A'

GUARANTEE BOND

(To be used by approved scheduled Banks)

In consideration of Bharat Heavy Electricals Limited (hereinafter called the Company) having agreed to exempt M/s. _____ (hereinafter called the said Contractor(s) from the demand, under the terms and conditions of an Agreement dated _____ made between the company and the said contractor for _____ (herein after called "the said Agreement"), of security for the due fulfillment 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 _____ Bank Limited, do hereby undertake to indemnify and keep indemnified the Company to the extent to Rs _____ against any loss or damage caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

We _____ Bank Limited, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee, under this bond after the expiry of _____ from the date of its execution. (period)

We _____ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Date the _____ day of _____ 19

For _____

Bank Limited.

ANNEXURE 'B'

Application for Extension of Time:

1. Name of the contractor :

2. Agreement No. & Date :

3. Name or work :

4. Date of markout :

5. Date of completion as stipulated in the Agreement :

6. a) Whether extension of time had previously been given; if so, given details of reference and total period for which extensions was/ were granted and details of penalty levied, if any. :

- b) Extended date of completion :

7. Period for which extension is From : _____

now applied for To : _____

8. Reasons for applying extension.
of time now. :

Place :

Date :

SIGNATURE OF THE CONTRACTOR.

ANNEXURE 'C'

OF

RATE / PROGRESS

(Refer clause 6 of directions to parties tendering)

Amount of tendering accepted :

Date of commencement of work :

Total time allotted for completion
of the work :

Period	Progressive percentage of balance of work to be completed.
--------	---------------------------------------------------------------

End of 1st month :

End of 2nd month :

End of 3rd month :

.....

.....

CONTRACTOR (S)

ACCEPTING AUTHORITY.

ANNEXURE 'D'

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM :: HYDERABAD-32

THEORITICAL CONSUMPTION OF CEMENT

1 Cu.Mt. = 35.32 cft.; 1 Sq.Mt = 10.76 Sf.t

1 Kg = 2.205 lbs.; 1 cft. of cement = 90 lb s.

1 Jute bag of cement = 50 Kg. or 110.25 lbs.

Sl.No.	Description	Unit	Requirement in Kgs
1. a)	Plain cement concrete 1:5:10 using 40mm, down graded granite metal	1 Cu.M	132.60 Kgs
b)	Plain CC 1:4:8 using 40mm. down graded granite metal	1 Cu.M	165.80 Kgs
c)	Plain CC 1:3:6 using 40/20mm.down graded granite metal	1 Cu.M	219.50 Kgs
d)	Plain CC 1:2:4 using 40/20mm.down graded metal	1 Cu.M	331.66 Kgs
2. a)	Reinforced cement concrete 1:2:4.	1 Cu.M	331.66 Kgs
b)	R.C.C. 1:1½:3	1 Cu.M	442.10 Kgs
c)	R.C.C.1:2½:5	1 Cu.M	265.26 Kgs
3. a)	C.R.S Masonry 1st sort in CM 1:8	1 Cu.M	50.46 Kgs
b)	C.R.S Masonry 1st sort in CM 1:6	1 Cu.M	67.30 Kgs
c)	C.R.S Masonry 1st sort in CM 1:5	1 Cu.M	80.72 Kgs
d)	C.R.S Masonry 1st sort in CM 1:4	1 Cu.M	100.92 Kgs
e)	C.R.S Masonry 1st sort in CM 1:3	1 Cu.M	134.60 Kgs

Sl.No.	Description	Unit	Requirement in Kgs
4. a)	C.R.S Masonry 2 nd sort in CM 1:8	1 Cu.M	57.66 Kgs
b)	C.R.S Masonry 2 nd sort in CM 1:6	1 Cu.M	76.88 Kgs
c)	C.R.S Masonry 2 nd sort in CM 1:5	1 Cu.M	92.20 Kgs
d)	C.R.S Masonry 2 nd sort in CM 1:4	1 Cu.M	115.32 Kgs
e)	C.R.S Masonry 2 nd sort in CM 1:3	1 Cu.M	152.76 Kgs
5 a)	Random Rubble Masonry in CM 1:8	1 Cu.M	61.30 Kgs
b)	Random Rubble Masonry in CM 1:6	1 Cu.M	81.70 Kgs
c)	Random Rubble Masonry in CM 1:5	1Cu.M	98.04 Kgs
d)	Random Rubble Masonry in CM 1:4	1 Cu.M	122.60Kgs
e)	Random Rubble Masonry in CM 1:3	1 Cu.M	163.40 Kgs
6. a)	Brick work using second class bricks in CM 1:10	1 Cu.M	28.72 Kgs
b)	Brick work using second class bricks in CM 1:8	1 Cu.M	36.04 Kgs
c)	Brick work using second class bricks in CM 1:6	1 Cu.M	48.06 Kgs
d)	Brick work using second class bricks in CM 1:5	1 Cu.M	57.68 Kgs
e)	Brick work using second class bricks in CM 1:4	1 Cu.M	72.09 Kgs
f)	Brick work using second class bricks in CM 1:3	1 Cu.M	96.14 Kgs
7. a)	Plastering 19/20mm thick in CM 1:8	1 Sq.M	3.85 Kgs
b)	Plastering 19/20mm thick in CM 1:6	1 Sq.M	5.13 Kgs
c)	Plastering 19/20mm thick in CM 1:5	1 Sq.m	6.15 Kgs
d)	Plastering 19/20mm thick in CM 1:4	1 Sq.M	7.69 Kgs
e)	Plastering 19/20mm thick in CM 1:3	1 Sq.M	10.26 Kgs
8.a)	Plastering 12/13 mm thick in CM 1:8	1 Sq.M	2.75 Kgs

Sl.No.	Description	Unit	Requirement in Kgs
b)	Plastering 12/13 mm thick in CM 1:6	1 Sq.M	3.66 Kgs
c)	Plastering 12/13 mm thick in CM 1:5	1 Sq.M	4.40 Kgs
d)	Plastering 12/13 mm thick in CM 1:4	1 Sq.M	5.50 Kgs
e)	Plastering 12/13 mm thick in CM 1:3	1 Sq.M	7.33 Kgs
9.	Plastering 12mm thick in CM 1:4 with Dubara finishing in CM 1:3	1 Sq.M	5.50 Kgs
10.a)	Ceiling plaster 6 mm thick in Cement Mortor 1:3	1 Sq.M	4.39 Kgs.
b)	Ceiling plaster 6mm thick in Cement Mortor 1:5	1 Sq.M	3.512 Kgs
11.a)	Pointing R.R masonry in CM 1:4	1 Sq.M	3.30 Kgs.
b)	Pointing R.R masonry in CM 1:3	1 Sq.M	4.40 Kgs
12.a)	Pointing of shahabad flooring in CM 1:4	1 Sq.M	0.55 Kgs.
b)	Pointing of shahabad flooring in CM 1:3	1 Sq.M	0.73 Kgs
13.a)	Rough shahabad flooring in CM 1:6 and point with CM 1:4	1 Sq.M	3.48 Kgs.
b)	Ellis pattern flooring 20mm thick in cement concrete 1:3(1 cement, 3 chips)	1 Sq.M	11.72 Kgs.
14.a)	Laying of precast mosaic tiles over a bed of CM 1:6, 19/20mm thick	1 Sq.M	5.13 Kgs.
b)	Laying of precast mosaic tiles over a bed of CM 1:4, 19/20mm thick	1 Sq.M	7.69 Kgs.
c)	Laying of precast mosaic tiles over a bed of CM 1:3, 19/20mm thick	1 Sq.M	10.26 Kgs.
15.a)	Laying of precast mosaic tiles over a bed of CM 1:6, 12mm thick	1 Sq.M	3.66 Kgs.

Sl.No.	Description	Unit	Requirement in Kgs
	b) Laying of precast mosaic tiles over a bed of CM 1:4, 12mm thick	1 Sq.M	5.50 Kgs.
	c) Laying of precast mosaic tiles over a bed of CM 1:3, 12mm thick	1 Sq.M	7.33 Kgs.
16.	Polished shahabad flooring in CM 1:6 and pointing with CM 1:4	1 Sq.M	3.48 Kgs.
17.a)	Cast-in-situ mosaic work 6mm thick over a bed of CM 1:3, 20mm thick	1 Sq.M	10.26 Kgs.
	b) Cast-in-situ mosaic work 6mm thick over a bed of CM 1:4, 19/20mm thick	1 Sq.M	7.69 Kgs.
	c) Cast-in-situ mosaic work 6mm thick over a bed of CM 1:6, 12/13mm thick	1 Sq.M	3.66 Kgs.
	d) Cast-in-situ mosaic work 6 mm thick over a bed of CM 1:3, 12/13 mm thick	1 Sq.M	7.33 Kgs.
	e) Cast-in-situ mosaic work 6 mm thick over a bed of CM 1:4, 12/13 mm thick	1 Sq.M	5.50 Kgs.
18.	Manufacture of mosaic tiles 19/20 mm thick. (@2½ bags per 100 sft.)	1 Sq.M	13.45 Kgs.
19.	25 mm thick granolithic topping using a mix of 1 cement and 1 granite metal 10mm gauge and down graded laid over the base concrete.	1 Sq.M	33.65 Kgs.
20.	Ironite finishing of 12mm thick using a mix of 50 Kgs ironite, 200 kg of cement and 0.30 cubic meters of granite metal 6mm gauge and down graded.	1 Sq.M	7.82 Kgs.
21.	Brick jelly concrete in CM 1:10	1 Cu.M	57.66 Kgs.
22.	Ellis pattern flooring with C.C 1:5:10, 76 mm thick and 19mm thick 1:3 concrete.	1 Sq.M	16.47 Kgs.
23.	Cut stone lintels and bed blocks in CM1:6	1 Sq.M	67.26 Kgs.

Sl.No.	Description	Unit	Requirement in Kgs
24.	Shahabad chajjas fixing plastering bottom and edges and pointing in CM 1:6	1 Sq.M	8.20 Kgs.
25. a).	Pardi wall 5 cm. thick in CM 1:3 and with borders.	1 Sq.M	25.70 Kgs.
b)	Pardi wall 5 cm. thick in CM 1:4 and with borders.	1 Sq.M	19.28 Kgs.
26.	Precast treads in CC 1:2:4 and plastering top in CM 1:6, 19mm thick & nosing etc.	1 Cu.M	388.76 Kgs
27.	Fixing shahabad stone for cup-boards including nosing etc	1 Cu.M	2.23 Kgs.
28.	R.C.C. brick work in CM 1:4 and plastering 19 mm thick in CM 1:6	1 Cu.M	18.27 Kgs.
29.	R.C.C brick work in CM 1:4	1 Cu.M	8.01 Kgs.
30.	Fixing of shahabad sun shades in C.M 1:6	1 Cu.M	1.97 Kgs.
31.	Finishing precast steps in CM 1:6	1 Cu.M	57.09 Kgs.
32.	Brick work risers in CM 1:6 and plastering in CM 1:6, 19mm thick (one side)	1 Sq.M	9.89 Kgs.
33.	Plastering 1” thick in CM 1:3	1 Sq.M	12.21 Kgs.
34.	Plastering 1” thick in CM 1:4	1 Sq.M	9.16 Kgs.
35.	Grouting with CM 1:1	1 Cu.M	1023 Kgs.

ANNEXURE 'E'

Refund of Security Deposit pertaining to the work of _____
Covered by Agreement No. _____ dated: _____ concluded with
M/s. _____ dated: _____.

Sl.	Date of Commencement	Dt of completion	Period of maintenance	Last dt. of making good the defect during maintenance period	Dt. on which the final bill paid	Dt. on which S.D falls due vide cl.65-b.	Amount of S.D recovered	Payable	Expenditure incurred by BHEL during Maint. period.
1	2	3	4	5	6	7	8	9	10

I have no claim and demand outstanding against B.H.E.L, Ramachandrapuram, Hyderabad-32 for the work done or for labour or material supplied or on any other account arising out of or connected with the contract and the payment of this bill shall be in full and final settlement of all my claims and demands in "Deposits" in respect of the date. _____ relates.

Recommended for release of Rs. _____
.. Engineer: _____ Sr. Engineer
Date: _____

Date: _____
Passed for Rs

DATE:

CONTRACTOR

ACCOUNTS OFFICER