

Special Conditions

1. BHEL HRDI & ESI bldg. At Sector 16 A, Noida is constructed as Ground Floor + 3 STOREY STRUCTURE WITH curtain wall facade cladding, consisting of Aluminum sections and glass with reflective film on inside surface. The ground floor portion is mostly having fixed glazing. The total surface area of the curtain wall is approx 6,000 sq. metre.
2. The tenderer are advised to visit the actual site and fully acquaint themselves with site conditions, quantum of work, etc. before quoting their rates for this work, BHEL shall not be responsible in anyway for non-familiarization of site conditions. Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions and no claim, whatsoever, will be entertained by BHEL on any such account.
3. Mobilization of T&P, scaffolding, material and manpower should be done so as to commence the work within 15 days of placement of LOI by BHEL on the bidder.
4. The number of personnel to be deployed be indicated and the average progress in terms of sq.mt of area which will be covered during this period. The work is required to be completed within 120 days from LOI for the first cleaning cycle.
5. The cleaning of glass, to be done by using suitable cleaning material/detergent and water to be arranged by the bidder. However water can be drawn from BHEL source free of cost.
6. The working hours for the personnel deployed by the bidder shall be same as followed by BHEL. However, on certain occasions if felt necessary that the work is to be carried out beyond normal working hours or on holidays the bidder is to arrange resources without any additional compensation.
7. The bidder is to comply with special conditions, General instructions to the bidder section 1 & General Terms and Conditions Section 2 of Contract of BHEL.
8. The payment shall be made on monthly basis within 15 days of presentation of bill on measurement basis and certified by Engineer/in-charge.
9. The quoted rates shall remain firm for the three cycles.
10. EMD of Rs. One lac is to be deposited in the form as prescribed under clause 12.0 of General Instructions to Bidders Section 1.
11. Security deposit as per clause 16 General Instruction to bidders Section 1.
12. **Essential Qualifications**
 - a) **The bidders should have experience in relevant area of executing similar type of work, copies contract /certificate form clients to be furnished under technical bid.**

- b) The bidder should be financially sound and having a minimum annual turnover of not less than Rs. 30 lakhs in any of the last three financial years.**
- c) Valid Service Tax Registration Certificate/PAN No. is to be furnished.**

13. All the workers engaged in the work shall be paid wages and other statutory payment by the bidder in time. All such payment receipts are to be furnished to this deptt. For records every month. They should not create any disturbance in the working of the institute and maintain discipline.
14. All taxes, duties and levies are to be borne by the bidder within their quoted rates.
15. Presently, UP Trade Tax of 4% is applicable on work contract and the deptt. Will recover at source this Tax on gross value of work done while making payment. The certificate shall be issued by BHEL
16. Water & Electricity shall be provided free by BHEL at one source free of cost.
17. Wherever removal/ refixing of glass is required during execution of work, the same should be taken care of by the bidder while furnishing their bids.
18. Any scaffolding & platform required for removing old film and fixing of the new film is to be arranged & erected by the bidder and subsequently removed and site cleared. This type of material brought inside for working should be entered at security gate so that it can be taken without difficulty.
19. Bidder to comply with safety clause 27 of General Terms of Conditions Section 2.
20. The price bids of those, which will be technically acceptable, will be considered for opening thereafter.
21. Tender will be evaluated on overall L1 of item no. 1& 2 of price format.
22. On award of contract the party should furnish valid insurance documents against accident of the workmen engaged alongwith their photo identity for working in 21 meter height. Before start of work, Refer to General Terms and Conditions Section 2.

SECTION– 1

GENERAL INSTRUCTIONS TO TENDERERS.

1. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
2. The tenderers 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 / omission in the Drawings of 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.
3. Before tendering, the tenderers are advised to inspect the site of work the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
4. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED Along with THE OFFER BY the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
5. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well

as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

6. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

7 EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Rs. 1 Lakhs Earnest Money Deposit either in pay Order or Demand Draft from state Bank of India/ Nationalized Banks duly pledged in favour of Bharat Heavy Electricals Limited, New Delhi.

NOTE : Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted

- 7.1 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 7.2 The earnest money deposit of the successful tenderer shall be refunded / adjusted against security deposit, as the case may be.
- 7.3 In case of unsuccessful tenderers, the Earnest money will be refunded to them after finalization of the tender without interest.
- 7.4 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderer
 - a. After opening of Tender, revokes/ withdraws his tender within the validity period revises/ alters his earlier quoted rates/ conditions.
 - b. Fails to communicate unqualified acceptance of Letter of Intent.
 - c. Fails to start the work as may be indicated in the Letter of Intent.

8 VALIDITY OF OFFER:

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS. In case Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

9 EXECUTION OF CONTRACT:

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form of BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion and making required number of copies and compilation of contract documents duly bound/ titled and stamping/registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.

10 SECURITY DEPOSIT

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be below:

Upto Rs. 10 Lakhs Above Rs. 10 Lakhs upto Rs. 50 Lakhs	10% of contract value
	1 Lakhs + 7.5% of amount exceeding Rs. 10 Lakhs.
Above Rs. 50 Lakhs	Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

10.1 The total amount of Security Deposit shall be as follows:

The Security Deposit will be deposited within 7 days from the date of issue of Letter of Intent but before start of work in any one of the following forms.

- a. The total Security Deposit as indicated in the Letter of Intent in the form of Bank Guarantee in the prescribed Proforma of BHEL
- b. The validity of the Bank Guarantee furnished towards Security Deposit above shall be up to the period of completion of work as stipulated in the Letter of Intent and the same will be kept valid till the execution and satisfactory commissioning of job.

10.2 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.

10.3 Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.

10.4 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realized fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

10.5 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

11 **RETURN OF SECURITY DEPOSIT :**

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to passing of final bill.

- 11.1 The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

12 **REJECTION OF TENDER AND OTHER CONDITIONS:**

- 12.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

- a) To reject any or all of the tenders.

If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

- 12.2 BHEL will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

- 12.3 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ any other moneys due.
- 12.4 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 12.5 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders/Directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/security Deposit.
- 12.6 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 12.7 NO DEVIATIONS TO THE TENDER CONDITION WILL NORMALLY BE ACCEPTED. HOWEVER, IF THE TENDERER INSISTS FOR CERTAIN DEVIATIONS TO THE CONDITIONS, FINANCIAL IMPLICATION THERE OF SHALL BE LOADED TO THE QUOTED PRICE FOR EVALUATING THE TENDERER'S OFFER.

SECTION II

GENERAL TERMS AND CONDITIONS

The following terms & expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

BHEL (OR B H E Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI 110049 or its authorized Officer or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.

'GENERAL MANAGER' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.

'ENGINEER' or 'ENGINEER-IN CHARGE' shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at gthe site as well as the officer in charge at Head Office.

'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per specifications of this Tender.

'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment

'CONTRACTOR' shall mean the individual, firm or company who enters in to contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules or Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any the tender documents and the Letter of Intent / Acceptance letter issued by BHEL. Any conditions or

terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the letter of Intent and incorporated in the Agreement.

'GENERAL CONDITIONS OF CONTRACT' shall mean the 'Instructions / to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.

'TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specification.

'TENDER DOCUMENT' shall mean the General conditions of Contract and tender specifications.

'LETTER OF INTENT' shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and confirming to the specifications of the Contract.

'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

'EQUIPMENT' shall mean all equipment, machineries, materials, structural, electricals and other components of the plant covered by the Contract.

'TESTS' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship performance and the efficiency of the contracted work or part thereof.

'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.

'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.

'SINGULAR' and 'PLURAL' etc. words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body of Individuals, whether incorporated or not.

'HEADINGS' the headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken in to consideration in the interpretation or construction thereof or the contract.

'MONTH' shall mean calendar month.

'WRITING' shall include any manuscript, typewritten or printed statement under the signature or seal as the case may be.

1. '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. The Civil Court at Delhi / New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

2. ISSUE OF NOTICE

The Contractor shall furnish to the Engineer, the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the

address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

3. USE OF LAND

No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- 4.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and / or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other right and remedies in this regard.
- 4.3 All the Works shall be carried out under the direction and to the satisfaction BHEL.
- 4.4 The transported equipment, erected / constructed plant or work performed under the Contract, as the case may be shall be taken over when it has been completed in all respects and / or satisfactorily put in to operation at site.

5. MEASUREMENT OF WORK AND MODE OF PAYMENT

- 5.1 All payments due to the contractor shall be made by 'Account Payee' Cheque.
- 5.2 For progress / running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month / period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities / weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 5.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the Measurement Book and signed by both the parties.
- 5.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.
- 5.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 5.6 Measurement shall be restricted to that quantity for which it required to ascertain the financial liability of BHEL under this contract.
- 5.7 Measurement shall be taken joint by persons duly Authorised by BHEL and the Contractor.

- 5.8 The contractor shall bear the expenditure involved. If any in making the measurements and testing of materials to be used/used in the work.
- 5.9 The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 5.10 If, at any time due to any reason whatsoever, it becomes necessary to premature the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 5.11 Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 5.12 Final measurement bill shall be prepared in the Performa prescribed for the purpose , based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification of BHEL. The Contractor shall give unqualified 'No Claim ' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work.

6 Payment Term

MEASUREMENT OF WORK AND MODE OF PAYMENT

- 6.1 All payments due to the contractor shall be made by 'Account Payee' Cheque.
- 6.2 For progress / running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month / period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at

the quantities / weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

- 6.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the Measurement Book and signed by both the parties.
- 6.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.
- 6.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 6.6 Measurement shall be restricted to that quantity for which it required to ascertain the financial liability of BHEL under this contract.
- 6.7 Measurement shall be taken joint by persons duly Authorised be BHEL and the Contractor
- 6.8 The contractor shall bear the expenditure involved. If any in making the measurements and testing of materials to be used/used in the work.

- 6.9 The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 6.10 If, at any time due to any reason whatsoever, it becomes necessary to premature the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 6.11 Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 6.12** Final measurement bill shall be prepared in the Performa prescribed for the purpose , based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification of BHEL. The Contractor shall give unqualified 'No Claim ' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work.

7 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.

- 7.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues

- 7.2 To withdraw any portion of work and/ or to restrict/alt quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.
- 7.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- a. Contractor's continued poor progress.
 - b. Withdrawal from or abandonment of the work before completion of the work.
 - c. Corrupt act of the contractor.
 - d. Insolvency of the contractor.
 - e. Persistent disregard of the instructions of BHEL.
 - f. Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - g. Non- fulfillment of any contractual obligations.
- 7.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads. in case of termination of contract and to levy liquidated damages **for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value.**
- 7.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.

- 7.7 To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 7.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished their in are indicative and approximate and the rates quoted shall not be subject to revision.
- 7.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 7.10 While every endeavour will be made by BHEL to this end, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- 7.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

8. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

- 8.1 The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.
- 8.2 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 8.3 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being

employed on or in connection with the work, have due regard to all local festivals, religious and other customer.

- 8.4 The Contractor shall comply with all state and central Laws, Statutory Rules, Regulations, etc., such as : The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The employer's Liability Provident fund Act, Employees, State Insurance Scheme,
- 8.5 The Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and 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 concerned Authorities all such notice as may be required under law.
- 8.6 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities. Documentary evidence of the same shall be produced to BHEL
- 8.7 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 8.8 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 8.9 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. if any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 8.10 The contractor shall fully indemnify and keep indemnified BHEL / its customer against all claims of whatever nature arising during the course of execution of this contract.

- 8.11 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 8.12 Any delay in completion of works or non - achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resource or by working extra hours or more than one shift at no extra cost to BHEL.
- 8.13 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 8.14 The contractor will be directly responsible for payment of wages to his workmen. A pay - roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.
- 8.15 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 8.16 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 8.17 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 8.18 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.

- 8.19 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majored conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- 8.20 The contractor shall keep the area of work clean and shall remove the debris etc. While executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 8.21 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.
- 8.22 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

9. **CONSEQUENCES OF CANCELLATION**

- 9.1 Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall

be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

- 9.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and /or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

10. INSURANCE

- 10.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per workmen's compensation Act. The work will be shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will followed by the contractor.
- 10.2 If due to negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 10.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of

material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

11. FORCE MAJEURE

- 11.1 The following shall amount to force majored conditions: Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion. Police Action. Revolution. Flood, Fire, Cyclone, Earthquake and Epidemic and other similar cause over which the contractor has no control.
- 11.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, s defined above, the agreed time for completion of the work covered by this contract 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 causes for the delay but the contractor shall not be eligible for any compensation on this account.

12 GUARANTEE

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of six months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty material and workmanship during the guarantee period starting form the date of compaction of rectification. In the event of the contractor failing to repair the defective works with the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

13 ARBITRATION

All disputes between the parties to the contract arising out of or in relation to the contract, other those for which the decision of the Engineer or any other person is by the contract expressed to be final conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated 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 or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manger of his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, form time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the which the contract is issued or such other place as the Arbitrator at his discretion may determine.

14. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

14.1 All safety rules and codes applied by BHEL / its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per usual standards and practices.

14.2 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.

- (i) Safety Helmets conforming to IS - 2925
- (ii) Safety Belts conforming to IS - 3521
- (iii) Safety Shoes conforming to IS - 1989
- (iv) Eye & Face Protection devices conforming to IS - 8520 and IS - 8940.
- (v) Hand & body protection devices conforming to IS -2573, IS - 6994, IS - 8807 & IS - 8519.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

14.3 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.

14.5 The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

14.5 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in the relevant Government Acts. Such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium manual of the chief Controller of Explosives, Government of India etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

14.6 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

14.7 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his /her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his /her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

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

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

14.10 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

14.11 The contractor shall report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.

14.12 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.

14.13 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.

14.15 Contractor shall provide enough fire protecting equipment of the types and numbers at his office stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment

shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.

14.16 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

14.17 If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

DEVIATION STATEMENT

(Pl. Strike off the clause which is not applicable and ticks the other)

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. WE HAVE NOTICED THE FOLLWING CONTRADICTION/DISCREPANCIES IN/BETWEEN THE TENDER STIPULATIONS

SI No	Section	Clause Para No.	Deviation	Reason/Justification

(Signature off the bidder)

Price Format
Glass Façade Cleaning

Sl. No	Item	Qty. M. Sq.	Rate (Rs./sqm)
1.	Cleaning of glass curtain wall façade (External & Internal side) double height halls .Atrium having surface area of approximately 6,000 sq. mtr. Including Aluminum sections from dust, foreign material deposited, filling the section joints with arranging the tools & tackles, consumables and hoisting equipment's suitable for HRDI. Building with a height of 21 Meters, as well as operation and maintenance of equipment by providing adequate trained workmen.		
A	External Surface	3000	in figures in words
B	Internal Surface	3000	in figures in words
2	Providing and fixing of 5 mm thick float glass of Modi Guarding/Tata make with Sun control flame on glass, including removing of broken glasses refixing of New Glass beading, sealing, etc. as required Taxes	162	in figures in words
	Total of 1 + 2		in figures in words in figures in words

Date:

Signature
Company

BANK GUARANTEE FOR SECURITY DEPOSIT PROFORMA

B.G.NO.

Date

This deed of Guarantee made this _____ day of _____ two thousand by _____ (Bank) hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt.of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi -110049 through its unit at HRDI, Noida, Distt.Gautam Budh Nagar (UP) hereinafter called "The Company" (which expression shall repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS _____ (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent No. _____ dated _____ (hereinafter referred to as "the contract") for the construction/repair/cleaning of _____ with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs _____ (Rupees _____) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance,observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on demand, to the extent of Rs _____ (Rupees _____) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms ,conditions,stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance,observance or discharge of any of the terms,conditions,stipulations or undertakings or any of them as contained in the Contract and /or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance,observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and

from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract for securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after _____ i.e.(the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs _____ (Rupees _____).

Our guarantee shall remain in force until _____ i.e.(the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before _____ we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts at New Delhi /Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants has full powers to do so on behalf of the guarantor

IN WITNESS whereof the _____ (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank
(Signatory No. _____)

WITNESSES

1. Name & Address

2. Name & Address

Notes:

1. The above BG shall be executed on the non-judicial stamp paper of adequate value procured in the name of the bank in the State where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/accepted under seal cover.