

RECONSTRUCTION OF BOUNDARY WALL

**TENDER No: - HERP/CIVIL/CAP/120/17-18
(Part-I – Techno Commercial Bid)**



**CIVIL MAINTENANCE DEPARTMENT
HEAVY EQUIPMENT REPAIR PLANT
BHARAT HEAVY ELECTRICALS LIMITED
VARANASI – 221003 (U.P)**

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Name & Signature of CONTRACTOR



TO BE SIGNED BY THE CONTRACTOR/CONTRACTOR

Certified that all Sections (Part-I comprising 57 pages & II comprising 09 pages) of this Tender (No: - HERP/CIVIL/CAP/120/17-18, Dated: - 08/02/2018) have been read, complied & agreed to, and each page of our offer against this tender has been signed & stamped.

(Signature of Authorized person(s))

Name and Designation of Authorized Person(s)
Signing the tender on behalf of the
CONTRACTOR

Name & Signature of CONTRACTOR





BHARAT HEAVY ELECTRICALS LTD
HEAVY EQUIPMENT REPAIR PLANT
VARANASI – 221003

Contact: - Ph: - 0542-3076045/07, lalit@bhel.in ashuani@bhel.in

Date: - 08/02/2018

From :SDGM (Maint. & Mod.)
BHEL, HERP
Tarna, Shivpur
Varanasi (U.P.) -221003

To : M/s _____

Dear Sir,

Sub: - Notice Inviting Tender (NIT) for the work “Reconstruction of Boundary Wall” at BHEL, HERP, Varanasi

Sealed Tenders in two parts (I) Techno-Commercial bid and (II) Price Bid are invited from interested & competent civil contractors, who fulfill the qualifying criteria as outlined in relevant section of this tender document, for the work as detailed hereunder:-

Nature of work	Time of completion	Estimated Cost
Reconstruction of Boundary Wall along NH-56, having 230mm thick & 3m high brick wall resting on 250mm thick & 2.5m high RCC wall which is supported by 300mm dia & 3m deep RCC pile below 450mm thick pile cap. This work includes demolition of existing boundary wall made of brick work, plastering with cement mortar, wall painting and fixing of concertina coil on the top of wall. Approx length of wall to be reconstructed is 650m.	04 Months	Rs.2.11 Cr

Tender Cost: - Rs. 1180/- (Rs. 1000/- + 18% GST)

(Exempted for those who downloaded tender documents from website or for contractors who is in possession of valid registration under MSME category)

Earnest Money Deposit (EMD):- Rs. 422032/- (Rupess Four Lacs Twenty Two Thousand Thirty Two Only)

Name & Signature of CONTRACTOR



(EMD exempted for contractors who is in possession of valid registration under MSME category)

Tender Cost (Applicable if tender document purchased from BHEL-HERP's civil dept.'s office) is to be deposited in BHEL-HERP's account by EFT only & a copy of proof must be produced at the time of tender document purchase. EMD is to be deposited in BHEL-HERP's account by EFT only & a copy of proof must be attached along with Part-I bid. **Offers without EMD shall be rejected.**

BHEL-HERP Account Details:-

Name of the Bank Branch: - State Bank of India (SBI), Main Branch, Varanasi
Account No: - 11103264820 IFSC: - SBIN0000201 A/c type: - Current

Tender Document Sale/ Dowload Start Date: - 08/02/2018, 10:00 Hrs

Tender Document Sale Closing Date: - 01/03/2018, 14:00 Hrs

Bid Submission Start Date: - 08/02/2018, 10:00 Hrs

Bid Submission Closing Date: - 01/03/2018, 14:00 Hrs

Bid (Part-I) Opening Date: - 01/03/2018, 14:30 Hrs

Address for submission of Tender:-

If by post/courier;

Office of SDGM (Maint. & Mod)
BHEL, HERP, Tarna, Shivpur
Varanasi-221003(UP)

If delivered in tender box;

Tender Box Located At
Administrative Building (1st Floor)
M.M. Department,
BHEL- Varanasi- 221003 (UP)

The tender documents can be downloaded from our website www.bhelherp.com or www.bhel.com (Tender Notification Page) or www.eprocure.gov.in.

Tender document can either be downloaded or be purchased from the **office of SDGM (Maint. & Mod.)** after necessary entry in relevant register and on submission of a copy of proof regarding tender cost deposit in to BHEL-HERP's account by EFT (Only).

CONTRACTOR is required to submit their offer in two parts in to two separate sealed envelopes properly marked "**Part-I-Techno-Commercial Bid, Tender No: - HERP/CIVIL/CAP/120/17-18**" and "**Part-II-Price Bid, Tender No: - HERP/CIVIL/CAP/120/17-18**" respectively and these two separate envelopes is to be kept in third sealed envelope super scribing as below:-

"Tender for Reconstruction of Boundary Wall"

Tender No: - HERP/CIVIL/CAP/120/17-18, Due date of opening: - 01/03/2018.

Part-I of the sealed tenders will be opened by BHEL in the presence of CONTRACTORS who will be present at the time & place of opening. A signed blank

Name & Signature of CONTRACTOR



price-bid (attached as Schedule-A) to this tender document should be enclosed with this bid. The spaces for prices should be crossed (/).

Part-II bid i.e. price bids should contain prices only and this bid will be opened only for those CONTRACTORS who qualify in Part-I bid. Part-II bid of unqualified CONTRACTORS shall be returned in sealed condition to respective CONTRACTOR after award of work or decision for retendering, as the case will be.

All Corrigendum / Errata / Addendum / Extension etc. shall be published on the aforesaid web page only and no publication in any print media shall be done in this regard.

Name & Signature of CONTRACTOR



Brief Description of the Work

This work is conceived for reconstruction of BHEL-HERP's old boundary wall located along national highway no NH-56. The existing boundary wall is made of brick work and was constructed some 30 years back. This boundary wall was not constructed as framed structure and thus is unable to sustain lateral pressure coming from backfilling done in the highway's side for lane widening work taken up by Ministry of Road, Transport & Highways (MORTH).

Proposed boundary wall is to be reconstructed on same location by demolishing existing boundary wall. At first, 300mm dia RCC pile is to be provided along with 450mm thick pile cap on which 250mm thick & 2.5m high RCC wall shall be constructed over which 230mm thick & 3m high brick wall shall be provided along with plastering with cement mortar followed by painting & fixing of concertina coil on the top of boundary wall.

The above description is only brief to give the CONTRACTORs an insight into the broad scope of the work. This description cannot be used by the successful contractor to refuse any other work but not stated explicitly. Any other allied work or services, not mentioned in tendered BOQ but on mutually agreed basis, which are necessary to complete the work, will be in the scope of this works contract.

The scope of work or BOQ quantity may increase or decrease depending on various factors viz. requirement of BHEL, budget/fund availability etc, as per actual site condition/circumstances, BHEL's management decisions and the performance of contractor during the progress of the works.

Name & Signature of CONTRACTOR



QUALIFYING CRITERIA

In order to participate in price bid i.e. part-II bid, contractors must qualify in part-I bid i.e. techno commercial bid. To qualify in Part-I bid i.e. commercial suitability shall be based on BHEL's assessment regarding unconditional acceptance of all terms & conditions mentioned in this tender, financial capability & execution capability (As per SCC's clause no-03). Minimum qualifying criteria for technical suitability shall be as mentioned hereunder:-

- (1) The CONTRACTOR should have an Average Annual financial turnover during the last 3 years, ending 31st March 2017 not less than Rs.63.30 Lacs as per audited accounts.
- (2) The CONTRACTOR should have the experience of successfully completing similar works during the last five years ending 31st January 2018 with either of the following.
 - a) Three similar completed works costing not less than the amount equal to Rs.84.41 Lacs each.

Or
 - b) Two similar completed works costing not less than the amount equal to Rs. 105.51 Lacs each.

Or
 - c) One similar completed work costing not less than the amount equal to Rs 168.81.Lakh.

Definition of similar work(s):- "Construction of Boundary Wall, Buildings or equivalent structure made of RCC" only will constitute similar works.

Note:-

- (A) The CONTRACTOR must submit documentary proof in support of each of the above conditions along with the techno commercial bid i.e. Part-I, failing which BHEL reserves the right to reject the offer. BHEL may verify authenticity of any or all documents submitted by the CONTRACTOR & will accept only after its verification.
- (B) No conditional tender will be accepted.
- (C) Evaluation and finalization of lowest CONTRACTOR will be done on overall lowest cost basis jointly for scheduled and non-scheduled items of total work including taxation part.
- (D) **CONTRACTORS must quote their rate in percentage (%) Above/ At Par/ Below on overall estimated. Cost of Rs. 24899914/- (Rupees Two Crore**

Name & Signature of CONTRACTOR



Forty Eight Lacs Ninety Nine Thousands Nine Hundred Fourteen Only) including 18% GST. Individual rates of items shall be determined by increasing or decreasing, as the case will be, by the same percentage (which works out considering rate quoted by the contractor with respect to overall estimated cost) with respect to estimated rate.

Name & Signature of CONTRACTOR



INSTRUCTIONS TO CONTRACTORS

1. There is exemption from Tender cost (If any) & Earnest Money Deposit (EMD) to those contractors who are registered (under valid category) in Micro, Small & Medium Enterprises (MSME) category subject to production of such certificate along with part-I bid & its authenticity verification (If BHEL desires to do so).
2. Tenders should be sent/ posted with due allowance for any transit/ postal delay. The tenders received after due date and time of opening are liable to be rejected. Tenders sent through e-mail or Fax shall not be considered.
3. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those CONTRACTORS or their authorized representative who may wish to be present.
4. The CONTRACTORS shall closely peruse all the clauses indicated in the Tender Documents before quoting their rates. If the CONTRACTOR have any doubt about the meaning of any portion of the Tender document or find discrepancies / omissions or tender documents issued are incomplete or shall require clarification on any of the technical aspect or scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender and obtain clarification. No extra time shall be granted on account of any such clarification.
5. Before tendering, the CONTRACTORS are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on grounds of lack of knowledge after submission of the tender.
6. **There are two types of items in the BOQ, scheduled & Non-scheduled items. Scheduled items are selected from DSR-2016 and Non-Schedule items are based on items executed in various ongoing/ recently executed works contract at HERP. All rates are in Indian Rupees (INR).**
7. **The lowest CONTRACTOR will be evaluated on overall lowest cost basis considering all scheduled & non-scheduled items including taxation part.**
8. **Rates quoted by the CONTRACTOR should be kept valid for 6 months.**
9. The quantities mentioned in the BOQ are tentative and liable to change in the course of actual execution based on actual site requirement. Contractors neither deny execution of increased/ reduced quantity nor are eligible for any compensation due to decrease or increase in any item of BOQ.

Name & Signature of CONTRACTOR



10. All items viz. Bricks, Steel, fencing/ concertina wire, Electrical or mechanical fittings, switches and other miscellaneous items, which is to be removed/ dismantled from the existing boundary wall or connected/ allied structure, during execution of work will be property of BHEL and should be returned back, in same condition in which it was removed, to BHEL.
11. CONTRACTOR must furnish all the required information as per the instructions given in various sections of the tender document and specification. Each and every page of the Tender documents must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the CONTRACTOR in token of complete acceptance thereof. The information furnished should be complete by itself.
12. The CONTRACTOR may quote the rates after visiting the site to get familiar with site conditions & working environment. The CONTRACTOR shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rate quoted in WORDS shall be treated as final rates. For the purpose of the tender, the SI units shall be used.
13. All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The CONTRACTOR shall duly attest all cancellations and insertions prior to submission of tender.
14. Full information shall be given by the CONTRACTOR in respect of the **Financial Status (Valid PAN No details, Valid GSTIN details, Bank Account details, Certified (From Chartered Accountants) Copy of Balance Sheet of FY-2016-17, FY-2015-16 and FY-2014-15, Work Experience (Completion Certificate issued by the competent authority to be attached) and Organization Chart.** Non submission of any of this information may lead to rejection of the offer.
15. A copy of blank & signed price-bid (Schedule-A) should be enclosed with the techno-commercial bid. The space for prices may be crossed (/).
16. A statement giving particulars (duly supported by documentary evidence) of the various job executed /in progress for each similar works by the CONTRACTOR indicating the particulars and value of each work, the site location, the duration, date of completion etc. **These completion certificates shall be considered subject to its confirmation (if BHEL wish to do so) from issuing authority and BHEL reserves right to reject offer in case at any stage found it fake or forged and may initiate legal action against such CONTRACTOR/contractor.**
17. The organization chart must be supported by organization pattern indicating name, qualification and experience of the Management/Employee/Engineer/Technical Staff/Support in the roll of the company as on 01.02.2018.

Name & Signature of CONTRACTOR



18. CONTRACTOR has to submit details of construction equipment in support of their capability and satisfactory completion of the project.

19. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor/ CEO of company/ partner in case of proprietorship firm shall also be attached.

20. IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/Instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

21. CONTRACTOR must submit declaration sheet as per format enclosed at ANNEXURE-`A`.

22. CONTRACTOR must submit check list and schedule of general particulars duly filled in, signed and stamped as per `ANNEXURE-`B`.

23. Workman's compensation insurance policy copy covering injury and life risk of the worker while at work may be attached.

Note: *All data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary, proofs wherever necessary also need to be enclosed.*

Name & Signature of CONTRACTOR



SPECIAL CONDITIONS OF CONTRACT (SCC)

- (1) In case of any dispute/ ambiguity/ contradiction regarding any terms or conditions described in special condition of contract (SCC) and general conditions of contract (GCC), terms described in SCC will supersede GCC for that particular terms/ condition of tender/ contract.
- (2) Interested **CONTRACTORS** are **strongly suggested to visit the site of work** before submission of tender for which advance intimation shall be required to the office of SDGM (Maint. & Mod.) in person.
- (3) **CAPABILITY OF EXECUTION:-**

The contractors are required to submit details regarding the following along-with Part-I bid for each of the following:-

 - (3.1) Details of manpower, machinery, equipment, infrastructure etc to complete the work as per the agreed contractual schedule.
 - (3.2) Project manager (having Civil Engineering degree or diploma with sound knowledge of civil works) with financial powers and adequate funds. This person may be single point contact for BHEL during entire execution of this work. Such person must be supported by adequate supporting staff details of which including their qualification shall be required to submit along with part-I bid.
 - (3.3) As the construction site is along National Highway (NH-56) and thus contractor shall have to arrange 24 hours security staff to take care of their materials/ machinery/ tools etc.
 - (3.4) Arrange safe storage of adequate quantity of materials viz. Cement, Reinforcement Steel, Bricks etc required for execution of works. In case of cement bags, the flooring for storage of cement bags shall be such that ingress of moisture from floors shall be prevented.
 - (3.5) The successful CONTRACTOR will be required to comply with all the rules & regulations of U.P. Categorical confirmation is required that contractor will fulfill all the requirements applicable to this work in U.P including any new registrations etc.
- (4) **REVERSE AUCTION (RA):-**
 - (4.1) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on the website www.bhel.com) instead of opening the sealed envelope price bid, submitted by the CONTRACTOR.
 - (4.2) This will be decided after techno-commercial evaluation. CONTRACTORS to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHE decides to go for RA.
 - (4.3) Those CONTRACTORS who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process Compliance Form' (to the designated service provider) as well as 'Online Sealed Bid' in the Reverse Auction. Non-submission of 'Process compliance form or 'Online sealed bid' by the agreed CONTRACTOR(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension

Name & Signature of CONTRACTOR



of business dealings with suppliers/ contractors (as available on www.bhel.com).

- (4.4) The CONTRACTORS have to necessarily submit online sealed bid less than or equal to their sealed price bid (Hard Copy) already submitted to BHEL along with the offer.
- (4.5) **The sealed price bid (hard Copy) of successful L1 CONTRACTOR in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & sealed price in hard copy-Part-II Bid) thus obtained. The CONTRACTOR having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- (4.6) If it is found that L1 CONTRACTOR has quoted higher in online sealed bid in comparison to envelope sealed bid (Hard Copy) for any item(s), the CONTRACTOR will be issued a warning letter to this effect. However, if the same CONTRACTOR again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- (4.7) For the proposed reverse auction, technically and commercially acceptable CONTRACTORS only shall be eligible to participate.
- (4.8) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of online bidding (Reverse Auction) on internet.
- (4.9) BHEL will inform the Contractors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- (4.10) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- (4.11) Contractors have to e-mail the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the contractors will not be eligible to participate in the event.
- (4.12) BHEL will provide the calculation sheet (In MS EXCEL) which will help the Contractors to arrive at "Total Landed Cost to BHEL" for each of the CONTRACTORS to enable them to fill-in the price and keep it ready for keying in during the Auction.
- (4.13) Reverse auction will be conducted on a scheduled date & time.
- (4.14) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- (4.15) The lowest CONTRACTOR has to e-mail the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- (4.16) The initial online bid value must be equal to or lower than the amount mentioned in the Price Bid (Part-II Bid). The CONTRACTOR may be disqualified on their failure to comply the above stipulation.
- (4.17) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids (hard copy submitted in part-II bid) already submitted and available with BHEL shall be opened as per BHEL's standard practice.

Name & Signature of CONTRACTOR



(5) **REJECTION OF TENDER AND OTHER CONDITIONS:-**

The acceptance or other wise 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.

- (5.1) To reject any or all of the tenders.
- (5.2) To modify the time for completion suitably.
- (5.3) Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions are liable to be rejected.
- (5.4) If a CONTRACTOR 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.
- (5.5) BHEL will not be bound by any Power of Attorney granted by the CONTRACTOR 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.
- (5.6) If the CONTRACTOR 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.
- (5.7) Should a CONTRACTOR or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of 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.
- (5.8) The successful CONTRACTOR should not sub-contract part or full work detailed in the tender document/BOQ without written permission of BHEL. The CONTRACTOR is solely responsible to BHEL for the work awarded to him.

(6) **EARNEST MONEY DEPOSIT (EMD):-**

Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner as described in GCC. As per estimated work value, EMD for this work is **Rs. 422032/-** (Rupees Four Lacs Twenty Two Thousand Thirty Two Only) which is to be deposited by electronic fund transfer (EFT only) in to BHEL-HERP's account and a copy of such fund transfer to be attached along with part-I bid. **EMD is exempted for those contractors who are registered in to MSME category.** Such CONTRACTOR needs to produce registration certificate, subject to BHEL's satisfaction & verification about its authenticity, along with part-I bid failing which tender may be rejected.

(7) **SECURITY DEPOSIT (SD):-**

Upon acceptance of tender, the successful CONTRACTOR must deposit the required amount of security deposit within the time. SD amount will be calculated based on mutually agreed rates and final amount to be deposited, after converting EMD in to SD, communicated in LOI along with time frame to deposit it with BHEL. All terms mentioned in GCC regarding SD shall be

Name & Signature of CONTRACTOR



applicable. **50% SD will be refunded along with final bill & balance 50% SD shall be refunded after successful completion of Defect Liability Period/ Maintenance period of twelve (12) months**, from the date of completion or handing over back to BHEL whichever is later.

(8) EXECUTION OF CONTRACT AGREEMENT:-

The successful contractor's responsibility under this contract commences from the date of issue of the Letter of Award (LOA) by Bharat Heavy Electricals Limited (BHEL), HERP, Varanasi. The successful CONTRACTOR shall be required to execute a contract in the 'Prescribed Format' as prevailing in HERP with BHEL within 15 days of issue of LOI and in any case before the commencement of work. The expenses for completion of the agreement formalities shall be borne by the CONTRACTOR/CONTRACTOR/Contractor.

(9) LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION:-

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at VARANASI having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

(10) COMMENCEMENT & COMPLETION OF WORK:-

The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay. If the successful CONTRACTOR fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the tender/contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him and without prejudice to any and all of BHEL's other rights and remedies in this regard. All the works shall be carried out under the direction and to the satisfaction of BHEL. Time for completion of complete work as detailed in BOQ shall be **FOUR MONTHS** from date of commencement of work. If BHEL increases scope of work through any amendment in the contract, additional time for completion of additional work shall be granted. Calculation of such additional time shall be based on joint review of additional work considering scope of parallel activity (if any).

(11) PAYMENTS:-

- (11.1)** All payments due to the contractor shall be made by 'Electronic Fund Transfer' only. For this purpose the contractor will have to furnish filled & certified EFT form, to be provided by BHEL, along with a copy of cancelled cheque.
- (11.2)** All payments will be made as per "Price Schedule" only after completion of that work. Contractor will have to submit Bill, having all details pertaining to GST, against the work completed by them for release of payment. GST registration No. should be clearly mentioned on his bill.
- (11.3)** All recoveries due from the contractor shall be done in full from corresponding bill unless specific approval from competent authority is obtained to the contrary. The recoveries shall be done as per Govt. /BHEL rules.
- (11.4)** The contractor shall bear the expenditure involved if any, in conducting measurement of the job done. The contractor shall, provide all the assistance

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with appliances and other thing necessary for measurement or re-measurement.

- (11.5) Passing of bills covered by such measurement 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 by engineer in charge.
- (11.6) No advance payment shall be made.
- (11.7) The quantities indicated in the BOQ are approximate and liable for variation.
- (11.8) **Running Account (RA) bills shall be processed once in every fortnightly or submission of the bill by the contractor, whichever is later**, based on joint measurement of all portions of completed work.
- (11.9) Contractor shall inform, in writing, Engineer in Charge about completion of whole work as detailed in tender document/ specification/ drawing/ BOQ. Engineer in Charge or BHEL's authorized representative will inspect whole work and intimate about all left out works or rectification works (If any) which shall be required to complete in order to process final bill. Final measurements shall be carried out jointly after completion of whole work or work intimated after final inspection as per engineer in charge or BHEL satisfaction. Approximately 30 working days is required in processing of final bills subject that bill submitted is complete in all respect.

(12) **WATER & ELECTRICITY CHARGES: -**

BHEL shall provide water & electricity at maximum four points as desired by the contractor. Responsibility to distribute water or electricity form that identified & agreed point to desired area of work shall be in the scope of contractor and no any payment shall be made in this regard. **BHEL shall deduct Rs. 1/- per Rs. 1000/- (Gross Bill) towards water charges but no deduction shall be made for electricity.** If it is observed that electricity power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears from the payment due. Power will **not be allowed for cooking and room (air) heating** in winter or any season. For this purpose, chargeable power can be allowed on request in writing. The rates shall be the rates applicable for industrial consumption in U.P or charges paid by BHEL.

(13) **LIQUIDATED DAMAGE and RISK & COST: -**

All terms related to LD and risk & cost conditions described in GCC shall be applicable to this contract in totality.

(14) **DEFECT LIABILITY/GUARANTEE PERIOD (DLP/GP):-**

The satisfactory and safe performance of the work done by the contractor shall be guaranteed up to **12 Months (Twelve Months) from the date of the completion OR handing over back to BHEL whichever is later.** During this defect liability or guarantee period, the responsibility of contractor shall be to attend & arrange repair work, if any, within time frame intimated by Engineer in charge, to attend all meetings with BHEL-Varanasi, to attend & reply all the matters relating to the contract work as may be required. 50% of the Security Deposit shall be retained by BHEL against the satisfactory performance during defect liability/ guarantee period.

Name & Signature of CONTRACTOR



(15) ARBITRATION:-

All disputes between the parties to this contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or 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 sole arbitration of the Unit head of BHEL VARANASI or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996. The parties to the contract understand and agree that there will be no objection that the Unit head of BHEL VARANASI 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 Unit head of BHEL VARANASI or 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, from time to time, with the consent of both the parties to the contract, extend 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 arbitrator at his discretion may determine.

(16) SPECIAL CONDITIONS FOR SAFETY:-

- (16.1)** Few safety measures are suggested here for ready reference & strict adherence by all workmen working on the site. However all the items of work should be carried out in safe working manner taking all precautions and BHEL shall not be responsible or liable to pay any compensation in case of any accident or loss.
- (16.2)** Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work.
- (16.3)** Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.50 M.
- (16.4)** Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
- (16.5)** The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- (16.6)** The contractor shall keep a supervisor always at work site.
- (16.7)** Power shut down shall be taken before commencement of the work wherever power cables are running.
- (16.8)** Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

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- (16.9) The contractor shall provide safety nets to the work force during the execution of work at height of more than 2.5 meters and as directed by the engineer in charge.
- (16.10) The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
- (16.11) The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials. Items are, Safety Helmets conforming to IS: 2925, 1981, Safety belts conforming to IS: 3521, 1983, Safety shoes conforming to IS: 1.4544. 1998, Eye, and face protection devices conforming to IS: 1179, 1967, Hand and body protection devices conforming to IS: 2573 - 1975, IS: 6994 - 1973 and IS 8520 - 1978, IS: 578-1985 and IS 6694.
- (16.12) While working at heights, a safe foot holds and hands holds should be provided.
- (16.13) No loose material should be allowed to remain in the vicinity of persons working at Heights due to which they may inadvertently loose there balance and fall down. Wherever, it is reasonable practical, workers should be made to use safety belts.
- (16.14) Ladders, crawling ladders and crawling boards are to be provided if a person has pass across or work on or from any material liable to fracture under his weight and cause him to fall more than 1.98 meters.
- (16.15) In considering whether a material is likely to fracture beneath a person's weight, regard must be had to any additional weight he may be carrying or supporting.
- (16.16) Ladders crawling boards etc., to be securely supported and if necessary secured to prevent slipping.
- (16.17) Guard rails, coverings or other suitable means may be used to prevent person stepping on to fragile material, while working or passing near it if such material is likely to fracture under his weight and cause him to fall more than 1.98 meters.
- (16.18) While working on sloping roofs, suitable, crawling, boards or crawling ladders should be used. These crawling ladders should be properly supported and securely enhanced to the sloping surface or the roof ridge.
- (16.19) Suitable and sufficient means are to be provided to prevent fall of articles from a sloping roof.
- (16.20) Safe access should be provided to every place at which any person has to work. Scaffolds to be provided for all work that needs working with safety otherwise.
- (16.21) Shoring or either steps are to be taken to prevent accidental collapse of the building or part of the building being dismantled.
- (16.22) Similar precautions are to be taken against collapse of any adjacent building, if this would involve danger.
- (16.23) No steel work or iron work is to be cut or released unless precautions are taken to avoid danger from sudden twist, spring or collapse.
- (16.24) No framing is to be removed unless all practicable steps are taken to avoid collapse of the structure.

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- (16.25) Demolition work is to be placed under the supervision of a competent person experienced in demolition work.
- (16.26) **LADDERS:** - Ladders to be used should be of good construction, of a suitable and sound material of adequate strength. Ladders with missing or defective rungs should not be used. Wooden stiles or sides and wooden rungs should have grain-running length wise. Rungs should be properly fixed to the sides. Ladders standing on a base are to be equally and properly supported on each stile or side. Ladder standing on a base to be securely fixed near its upper resting place, if such fixing is impractical the ladder must be fixed at or near its lower end. If this is also impracticable a person, must be stationed at the feet of the ladder to prevent it from slipping. Ladder should not be placed on loose bricks or loose packing. Except when there is an adequate handled, ladder must rise to a height of a least 3 feet 6 inches (1.00 Mtr.) above the landing place or above the heights rung reached by the feet of persons using the ladder. Space at each rung to be sufficient to provide adequate foot held. Openings in landing places through which ladders pass should be as small as practicable. Folding steps ladders should have level and firm footing and should not stand on loose bricks or other loose packing.
- (16.27) **SCAFFOLDS:** - Materials used for scaffolds should be of sound and adequate strength. The timber used should be suitable quality, good condition, bark complete stripped off, and without paint or other treatment, which would prevent defects from being easily seen. Timber and material with projecting nails should not be used. Metal parts should be of suitable quality, in good condition, free from corrosion or other patent defects likely to affect strength. Defective parts or materials should not be used and no defective ropes or bonds should be used. Standards or upright should be vertical or slightly inclined towards the building or other structure, where practicable and to be sufficiently close to ensure stability. Displacement or sinking of standards or uprights to be prevented either by provision of base plates or either adequate means. Ladders used as uprights to be adequate strength secured to prevent slipping and so placed that the two stiles of sides of each ladder are evenly supported. Ladders are to be horizontal, as nearly as possible and should be secured to standards or uprights by efficient means.
- (16.28) **WORKING PLATFORMS:** - All working platforms should be closely boarded, planked or plated. Boards should be of sufficient thickness having regard to the distance between putlogs other supports. All boards should be at least 51 mm thick and 210 mm wide. Boards should rest securely and evenly on their supports. Each board should have at least three supports unless the thickness and the distance between the supports are such as to present on due or unequal staging when, supported on the two pipes. No board should project beyond for more than four times its thickness, unless secured to prevent tipping. No board should project to an extent which makes it unsafe having regard to its thickness and strength and the weight likely to be on it. The platforms should be of adequate width to give sufficient working space. The platforms should extend at least 600 mm. beyond, the end of wall or working face if work is being done at that end of the wall of face. The platforms should have guard rails to a height of between 920 mm

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and 1150 mm. above the platform or any raised part of it. The platforms should have toe-boards high enough to prevent falls of persons, tools and materials, with a minimum height of 15.5 mm. space between the toe-boards and the lowest guard rail should not exceed 760 mm. guard rails and toe-boards should be on the inside of uprights unless there is some other means of preventing their outward movement. Guard rails and toe-boards should always remain in position except when removal is necessary for the access of persons or materials, or other necessary purposes of the work.

- (16.29) If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractors.
- (16.30) In case of a fatal or disabling injury accident to any person due to lapses by the contractor. BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.
- (16.31) In case of any damage to property due to the lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
- (16.32) Incase 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.
- (16.33) If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so, BHEL shall have the right to terminate the contract and get the job completed at the risk and cost of the sub-contractors.

(17) DESIGN MIX OF CONCRETE

Reinforced cement concrete (RCC) work shall be in "Design Mix Concrete", if specified. The CONTRACTOR shall make all the necessary arrangement to get RCC mix designed from approved lab (IIT-BHU or any other lab at the satisfaction of engineer in charge) and submit the mix design report to BHEL for its approval. Concrete design must meet with the strength requirements and minimum cement contents, maximum w/c ratio as indicated in Indian Standard (IS). BHEL shall not pay any expenses on account of such design activity carried out any lab or institution and contractor has to arrange on their own expenses. The acceptance criteria for the mix design will be the 07 days for work commencement but final acceptance shall be on the basis of 28 days average compressive strength. Once approved (By engineer in charge in writing), such mix will be known as the "declared mix" and no deviation from the "declared mix" will be permitted without the permission of Engineer in charge in writing. The use of plasticizer/super plasticizer may be allowed by BHEL. If there is a considerable drop in compressive strength, (i.e., characteristic strength) is observed more than 10%, then the review of mix design will be required at the Contractor's cost. If the drop in compressive strength is less than 10% of characteristic strength, the concrete making process, raw materials shall be thoroughly observed.

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DECLARATION SHEET

I,on behalf of M/s.....
..... hereby certify that, all the information and data furnished
by us with regard to this **Tender No. HERP/CIVIL/CAP/120/17-18** is true and
complete. We have gone through the entire tender documents including BOQ in detail
and agree to comply with the requirements and intent of this work as per satisfaction of
BHEL or rules & regulation of local body/ govt.

We, further declare that, the rates quoted by us in price bid are unconditional and
unambiguous.

Date: -

Name & signature of the contractor
(Seal)

Name & Signature of CONTRACTOR



CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: CONTRACTORs are requested to fill in the following details and no column should be left blank.

1.	Name & Address of the CONTRACTOR	
2.	E-mail ID	
3.	Phone No. (Office)	
4.	Name & designation of the official to whom all the references shall be made	
5.	Proposal No. & date	
6.	Whether Tender Cost & EMD submitted (By EFT Only). (Attach Detail)	
7.	Validity of offer/ rates quoted for six months from the date of opening of tender	Yes/No
8.	Financial Details submitted	Yes/No
	Details of Work Experience submitted	Yes/No
9.	Permanent account Number (PAN)	
10.	Goods and Services Tax (GST) Registration Number	
11.	Power of attorney	Yes/ No/ NA
12.	Type of the firm	
13.	Declaration sheet (As per Annexure `A')	Yes/No
14.	P.F. Code No (If any)	Yes/ No/ NA
15.	ESI/Workmen Compensation Policy no (if any)	Yes/ No/ NA
16.	Signed Blank price-bid	
17.	Read all terms mentioned in clause-3 of SCC, provided all details in part-I bid & agree to abide unconditionally as per direction of BHEL.	Yes/ No

Name & Signature of CONTRACTOR



SCHDEULE – A **(Blank Price Bid)**

BOQ & Price Break up

Tender No:- HERP/CIVIL/CAP/120/17-18

Name of Work:- Reconstruction of Boundary Wall

Sl. No	Item Code	Description of work	Rate	Unit	Quant ity	Amount
(A) Scheduled Items (DSR-16 items)						
1		Carriage of material up to 1 km lead by Mechanical transport including, loading, unloading & stacking of -				
(i)	1.1.1	Lime, Moorum, Building rubbish	78.68	cum	100.00	7868.00
(ii)	1.1.2	Earth	98.34	cum	900.00	88506.00
(iii)	1.1.8	Bricks	209.80	1000 No	100.00	20980.00
(iv)	1.1.10	Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100mm dia and other heavy materials	69.93	Ton	10	699.30
(v)	1.1.11	Steel	69.93	Ton	1	69.93
2	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m, as directed by Engineer-in-charge. All kinds of soil.	125.95	cum	1000	125950.00
3	2.8.1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of Soil	166.40	cum	100.00	16640.00
4	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations, etc. in layers not exceeding 20 cm in depth : consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5m.	125.75	cum	300.00	37725.00
5	2.27	Supplying and filling in plinth with Ganga sand under floors including watering, ramming, consolidating and dressing complete.	917.75	cum	140.00	128485.00
6	4.1.5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:- 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	4927.00	cum	130.00	640510.00
7		Centering and shuttering including strutting, propping, etc. and removal of form for:				

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(i)	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	193.95	sqm	240.00	46548.00
(ii)	5.9.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	378.60	sqm	2800.00	1060080.00
(iii)	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	342.90	sqm	660.00	226314.00
(iv)	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	467.85	sqm	720.00	336852.00
8	5.22.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level: - Thermo Mechanically Treated bars of grade Fe-500D or more.	56.60	kg	31000.00	1754600.00
9	5.22A.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level: - Thermo Mechanically Treated bars of grade Fe-500D or more.	56.60	kg	40000.00	2264000.00
10	5.37	Providing and laying in position ready mixed M-25 grade concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of engineer in charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/less cement used as per design mix is payable/recoverable separately)				
(i)	5.37.1	All works up to plinth level	6713.60	cum	380.00	2551168.00
(ii)	5.37.2	All works above plinth level up to floor V level.	7517.20	cum	450.00	3382740.00
11	6.4.1	Brickwork with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes & sizes in :cement mortar 1:4 (1 cement: 4 coarse sand).	5801.50	cum	350.00	2030525.00
12	8.2.2.2	Providing and fixing 18 mm thick gang saw cut mirror polished premoulded and prepolished machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size of approved shade, colour and texture laid over 20 mm thick base cement mortar 1 : 4 (1 cement : 4 coarse sand) joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give Granite of any colour and shade high gloss finish etc. complete at all levels. Area of slab over 0.50 sqm	3113.30	sqm	10.00	31133.00

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13	8.3.2	Providing edge moulding to 18 mm thick marble stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc., complete as per design approved by Engineer-in-charge. Granite Work	245.70	Metre	10.00	2457.00
14	8.6	Mirror polishing on marble work/Granite work /stone work where ever required to give high gloss finish complete.	231.50	sqm	10.00	2315.00
15	10.25.2	Steel work welded in built up sections/framed work including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladders, railings, brackets, gates and similar works.	85.95	kg	400.00	34380.00
16	11.1.1	Brick on edge flooring with bricks of class designation 75 including cement slurry etc. complete in cement mortar with F.P.S. bricks: 1:4 (1 cement: 4 coarse sand).	675.95	sqm	100.00	67595.00
17	11.36	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by engineer-in-charge in skirting, risers of steps and dados over 12 mm thick bed of cement mortar 1:3 (1 cement :3 coarse sand) and jointing with Grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shed complete.	744.80	sqm	30.00	22344.00
18	11.37	Providing and laying ceramic glazed floor tiles 300X300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 15622 of approved make in colours such as white, ivory, grey, fume red brown, laid on 20mm thick cement mortar 1:4 (1 cement:4 coarse sand) including pointing the joints with white cement and matching pigment etc. complete.	688.35	sqm	10.00	6883.50
19	11.41.2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc., complete:- Size of Tile 60x60 cm	1119.40	sqm	20.00	22388.00
20	13.11	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand).	255.55	sqm	4000.00	1022200.00
21	13.50.3	Applying priming coat: - With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanized iron/steel works.	29.10	sqm	200.00	5820.00
22	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	87.35	sqm	4000.00	349400.00

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23	13.82.2	Wall painting with exterior acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour:- Two coats	73.90	sqm	4000.00	295600.00
24	13.85.3	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	36.95	sqm	4000.00	147800.00
25	15.2.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge:- 1:3:6 or richer mix.	997.05	cum	25	24926.25
26	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	1454.55	cum	80	116364.00
27	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar.	842.75	cum	740.00	623635.00
28	15.8.3	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50 m (stacks of cleaned bricks shall be measured) :from brick work in cement mortar.	2798.60	1000 No	100	279860.00
29	15.18	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	2.40	kg	600	1440.00
30	15.36	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	15.05	kg	825	12416.25
31	16.3.3	Supplying and stacking at site:- 53 mm to 22.4 mm size stone aggregate	1542.25	Cum	80.00	123380.00
32	16.3.7	Supplying and stacking at site:- Stone screening 11.2 mm nominal size	1462.05	Cum	30.00	43861.50
33	16.4	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road / vibratory roller 8-10 ton capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density .	449.10	Cum	40.00	17964.00
34	16.19	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes up to 10 mm dia etc. complete.	62.05	kg	1500.00	93075.00

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35		Providing and applying tack coat using bitumen emulsion conforming to IS: 8887, using emulsion pressure distributor including preparing the surface & cleaning with mechanical broom.				0.00
(i)	16.31.2.1	On W.B.M / W.M.M. @ 0.4kg/sqm	13.20	Sqm	280.00	3696.00
(ii)	16.31.2.2	On bituminous surface @ 0.25kg/sqm	8.75	Sqm	280.00	2450.00
36	16.53	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 meter openable length (total length 90 m), having 50 nos rounds per 6 meter length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape (R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ meter (cost of M.S. angle, C.C. blocks shall be paid separately)	255.00	metre	600.00	153000.00
37	16.55.1	Providing and laying bituminous macadam using crushed stone aggregates of specified grading premixed with bituminous binder, transported to site by tippers, laid over a previously prepared surface with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge. 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 3.5 0% (percentage by weight of total mix) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	5708.05	cum	40.00	228322.00
38	16.57.1	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge. 40/50 mm compacted thickness with bitumen of grade VG-30 @5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	7863.85	Cum	15.00	117957.75

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39	16.78.2	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer in Charge. With material conforming to Grade-II (size range 53 mm to 0.075 mm) having CBR Value-25	2080.15	Cum	80.00	166412.00
40	20.3.1	Boring, Providing and installing cast in situ single under reamed piles of specified diameter and length below pile cap in M-25 cement concrete, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with bentonite solution and the length of the pile to be embedded in pile cap etc. all complete. (Length of pile for payment shall be measured up to the bottom of pile cap) : 300 mm dia piles	2143.05	metre	860.00	1843023.00
Total Amount on Scheduled Items (A)						20582358.48
(B) Non - Scheduled Items (Based on Market Rate) :-						
41	NSI-1	Brickwork with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes & sizes in :cement mortar 1:4 (1 cement: 4 coarse sand). (Note:- Available & Reusable Old Bricks will be used by the contractor for which dismantling & removing mortar shall be paid separately in respective items.)	3219.49	Cum	93.50	301021.89
42	NSI-2	Providing and Applying primer coat with bitumen emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.75 kg/sqm using Mechanical means.	23.19	Sqm	280.00	6493.20
43	NSI-3	Supply and fixing Aluminum Composite Panel (ACP) 3 mm thick of approved colour complete with necessary fittings and approved structural sealant (weather proof) complete in all respect. All work are to be executed on building, height up to 10 m, and as per instruction of engineer - in - charge.	1667.50	Sqm	80	133400.00
44	NSI-4	Providing, erecting and fixing of SMP color coated Galvolume Sheet (approved Make & profile) 0.45 to 0.55 mm thick sheeting in its place with the fasteners of high quality corrosion resistant provided with suitable cap fixed at the rate not more than 1.5 m - 1.8m center to center.	885.07	sqm	80.00	70805.60

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45	NSI-5	RE-Fabrication and Erection of refabricated steel works comprising angle, channel, plate, beam, bars etc including all connections, cleat, gusset including cutting, welding and painting two coat of red oxide primer before two coat of synthetic enamel paint of approved colour and brand complete in all respect as per direction of Engineer in charge. (Note:- Contractor has to arrange cutting & refabricating of existing Steel section/ member which shall be available within Factory/ Tarna Township area on "As is where is" basis)	26.94	Kg	280.00	7543.20
Total on Non-Scheduled Items (B)						519263.89
Total on Scheduled and Non-Scheduled Items (A+B)						21101622.37
GST @ 18%						3798292.03
Total cost on Scheduled and Non-Scheduled Items including GST						24899914.40

Contractor is to quote their rate with respect to overall estimated cost of Rs. 24899914/- (Rupees Two Crore Forty Eight Lacs Ninety Nine Thousands Nine Hundred Fourteen Only) including 18% GST in respective field hereunder:-

(Please quote your rate in % and strike out among "Above, At par and Below" whichever is not applicable)

	Above on total Rs. 24899914/-
	At Par on total Rs. 24899914/-
	Below on total Rs. 24899914/-

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SCHEDULE 'B'

FREE ISSUE OF MATERIALS TO THE CONTRACTOR

NIL

SCHEDULE 'C'

TOOLS & PLANT TO BE HIRED FROM BHEL

Sl. No.	T & P	Rates
1.	Demolition Hammer (Bosch Make)	Rs.100/- per day

Important condition:-

Work cannot be delayed on the pretext that BHEL has not been able to provide the above equipment. Contractor will have to make his own arrangement if the above T & P is not available for issue to the contractor.

ITEM's APPROVED MAKE LIST

Followings are approved make list of items to be used in the execution of this work. Equivalent make can be used only with consent & permission of Engineer in charge.

1. Reinforcement/ Structural Steel:- TATA, SAIL, Balmukund, Kamdhenu or equivalent
2. Cement:- JAYPEE/ BIRLA GOLD/ ACC/ Lafarge or equivalent (Date of manufacturing not older than two months)
3. Painting items:- Nerolac, Asian, Burger or equivalent
4. Galvolume Sheet:- Tata, Jindal or equivalent

RATE OF RECOVERY

The rate of recovery or payment for less or excess quantity used in M-25 grade concrete as detailed in BOQ's item (DSR code – 5.37.1 and 5.372) shall be Rs. 5700/- per ton.

Name & Signature of CONTRACTOR



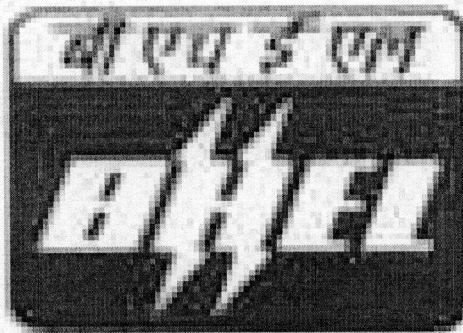
GENERAL CONDITIONS OF CONTRACT (GCC)

For

Civil Works

At

BHEL - HERP, Varanasi



DOC NO:- HERP/CIVIL/GCC/2017, REV-00

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
VARANASI-221003**

GENERAL CONDITIONS OF CONTRACT (GCC)

For

Civil Works

At

BHEL - HERP, Varanasi

Doc No:- HERP/CIVIL/GCC/2017	Prepared By	Issued By
Revision No:- 00	LALIT KUMAR Dy. Manager (Civil)	ASHUANI KUMAR Sr. DGM & Head (Maint. & Mod)
Issue Date:- 30/08/2017	<i>Lalit</i>	<i>Ashuani Kumar</i>

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बी.एच.ई.एल., हर्प, वाराणसी
BHEL-HERP, Varanasi

1. DEFINITIONS:-

In this General Conditions of Contract (GCC) the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) The "**CONTRACT**" means the documents forming and acceptance thereof together with all the document referred including General conditions of contract (GCC), Special Conditions of contract (SCC), schedule A, B, and C, the drawings or any other documents mentioned in tender document. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another. The word "CONTRACT" wherever used shall cover only works contract related to Repair & Maintenance of existing assets/buildings/sheds/structures, New Civil & Services Works, Infrastructural Works for addition of any facility or any other civil works identified for HERP's plant, township, boundary wall etc.
- (b) The "**TENDER DOCUMENT**" means the documents which include BOQ (Schedule-A), Schedule-B, Schedule-C, GCC, SCC, specifications/drawings (if any) as given to contractors for the purpose of participating in the tender.
- (c) The "**WORK**" means the work described in the tender document in individual work order and /or accompanying drawings, BOQ and specifications as may be issued from time to time to the contractor by the Engineer In charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site either in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" means the successful bidder/Tenderer who is awarded the Contract and shall include the individual (Proprietorship), partnership firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (f) The abbreviations "**SE/DM/Mgr./SM/DGM/SDGM/AGM/GM**" means Senior Engineer / Deputy Manager/Manager/Senior Manager/Deputy General Manager /Sr. Dy. General Manager / Additional General Manager / General Manager respectively who will direct the contract.
- (g) The "**ENGINEER IN CHARGE**" means the Assistant Engineer / Engineer / Sr. Engineer or any other senior executive deputed by competent authority of BHEL to supervise the work or part of the work on behalf of the First Party (BHEL).
- (h) "**ACCEPTING AUTHORITY**" means BHEL's executive who is competent as per delegation of power (DOP).
- (i) "**APPROVED**" means approval of directions, of the BHEL's executive or person

deputed by them who are competent to approve as per delegation of power, for the particular purpose.

- (j) **"Bharat Heavy Electricals Limited"** hereinafter referred to as **BHEL** and **"Heavy Equipment Repair Plant"** hereinafter referred to as **HERP**.
- (k) The **"CONTRACT SUM"** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rate as applicable for the entire execution and full completion of the work.
- (l) The **"FINAL SUM"** means the sum calculated in accordance with the prices accepted in tender and/or the contract rate in consideration of actual executed quantity of each & every item of the contract after completion of whole/part work as required by BHEL & certified by engineer in charge signing recorded measurement of actual work done by the contractor.
- (m) The **"TIME OF COMPLETION"** is the time for completion of the full work or any part of the work as described in letter of intent (LOI) or work order (WO) or any subsequent amendments thereto.
- (n) A **"WEEK"** means seven days without regard to the number of hours worked in any day in that week.
- (o) A **"DAY"** means a day of 24 (twenty -four) hours irrespective of the number of hours worked or not worked in that day.
- (p) A **"WORK DAY"** means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (q) A **"MONTH"** means Greek Calendar Month unless otherwise specified in the Tender.
- (r) **"DEFECT LIABILITY PERIOD" (DLP)** in relation to a work means the specified period commencing from the date of Completion during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication/erection/construction defects covering all materials plants, equipment, components, and the like supplied by the Contractor, works executed against workmanship defects.
- (s) **"NIT"** means Notice Inviting Tender.
- (t) **"SCC"** means Special Conditions of the contract.

General Conditions of Contract (GCC) for Civil Works at BHEL-HERP
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2. APPLICABILITY:-

- (a)** This General Conditions of Contract (GCC) and amendments thereto (if any) shall apply on all tenders (Single, Limited or Open) floated by Civil Maint. Dept. for various civil works.
- (b)** All contractors participating in the tender need to submit signed & stamped copy of this GCC including amendments (if any) in token of complete acceptance about terms & conditions.

3. GENERAL INSTRUCTION:-

- (a)** The General Conditions of Contract (GCC) shall form part of the tender document. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. Contractors/contractors are advised to study all the pages of GCC, tender document, drawing, specification, special terms etc forming part of tender before its acceptance. Any submission of signed & stamped copy of documents by the contractor shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- (b)** Tenders shall be signed by a person duly authorized /empowered to do so. An attested copy of Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.
- (c)** Should the contractors have any doubt about the meaning of any portion or find discrepancies or omissions in the tender documents issued or downloaded are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., she/he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender.
- (d)** Contractor's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the contractor in his offer if she/he submits signed & stamped copy along with their techno-commercial offer.
- (e)** Noncompliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

4. SUBMISSION OF TENDER:-

- (a) The contractors must submit their tenders by dropping it in to Tender Box placed in the office at designated place or as per instructions in the NIT.
- (b) Tenders submitted by post should be sent by '**SPEED POST/REGISTERED POST/COURIER**' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier.
- (c) The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered. Offers received by Fax/Email/Internet shall be considered as per terms of NIT if mentioned therein.
- (d) Tenders shall be opened by authorized Officer of Civil & Finance dept. of HERP at designated place within HERP at the time and date as specified in the NIT. Those contractors who wish to witness tender opening may present or send his authorized representative before scheduled time of tender opening. There will be no extra time for such presence and tender will be opened at the scheduled time without waiting for any contractor.
- (e) In case of single part bid, date of tender opening shall be date of opening of price bid. In case of three/wo part bid, contractors whose part one & two bids are found suitable/qualified shall be informed the date and time of opening of the Price Bids and such contractors may present themselves or depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- (f) Before submission of Offer, the contractors are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
- (g) The contractor shall quote the rates in Indian Rupees and write it in English language and international numerals. These rates shall be entered in figures as well as in words. If there is any difference in figures & words, rates entered in words shall be considered for further processing of tender. For the purpose of the tenders, the SI units shall be used.
- (h) All entries in the tender shall either be typed or written legibly in ink by ball point pen. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the contractor.

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5. QUALIFICATION OF CONTRACTOR:-

- (a) Since registration of contractor in their respective category has been carried out after scrutiny of their work experience, financial status etc. & thus in case of single or limited tender floated & addressed to all registered contractor in their respective category, single part bid (Price bid & SCC) shall be provided to the contractor and they will be asked to quote their price & taxes against respective item or at designated place in price bid along with acceptance of SCC.
- (b) In case of open tender, separate qualification criteria suiting to the work requirement shall be formed & placed in tender documents.

6. TENDER COST:-

Contractors need to deposit tender cost in to BHEL-HERP's account by EFT only & a copy of proof submitted along with Techno Commercial Bid bid if downloaded from website or presented to the bid selling officer at the time of purchase of bid from Civil Dept. of HERP. All contractors who are registered in MSMEs category are exempted from tender cost.

BHEL-HERP Account Details:-

Name of the Bank Branch: - State Bank of India (SBI), Main Branch, Varanasi
Account No: - 11103264820
IFSC: - SBIN0000201
A/c type: - Current

Rate of tender cost shall be as mentioned hereunder:-

- | | |
|--|-------------------|
| (a) For the work value up to Rs. 2 Lacs | Rs. 50/- |
| (b) For the work value more than Rs. 2 Lacs & up to Rs. 5 Lacs | Rs 100/- |
| (c) For the work value more than Rs. 5 Lacs & up to Rs. 10 Lacs | Rs 150/- |
| (d) For the work value more than Rs. 10 Lacs & up to Rs. 15 Lacs | Rs 200/- |
| (e) For the work value more than Rs. 15 Lacs & up to Rs. 20 Lacs | Rs 250/- |
| (f) For the work value more than Rs. 20 Lacs – | As written in NIT |

7. EARNEST MONEY DEPOSIT (EMD):-

- (a) EMD is to be paid by contractors for securing fulfillment of any obligations in terms of the NIT. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- (b) EMD shall be furnished along with the offer in full as per the amount indicated in the NIT.

(c) Rates of EMD shall be as under:-

For works/ services with estimates up to Rs.10 Cr	2% of the estimated cost
For works/ services with estimates more than Rs.10 Cr	20 lakhs plus 1% of the estimated cost over Rs. 10 Cr

(d) Where work is to be split on two or more contractors, amount of EMD may be based on the maximum quantum of work envisaged on one Contractor.

(e) The EMD may be accepted only in the following forms:-

- I. Electronic Fund Transfer (EFT) credited in BHEL-HERP account (before tender opening) details of which must be attached along with Techno Commercial bid.
- II. In case total EMD amount is more than 20 Lakh, the amount in excess of 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(f) Forfeiture of EMD:- EMD by the Contractor will be forfeited as per NIT conditions, if:-

- I. After opening the tender and within the offer validity period, the contractor revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Work Order/Contract. In case the LOI /Contract is silent in this regard then within 15 days after award of contract.

(g) EMD by the contractor shall be withheld in case any action on the contractor is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

(h) EMD given by all unsuccessful contractors shall be refunded normally within fifteen days of award of work.

(i) EMD shall not carry any interest.

(j) EMD of successful contractor will be retained as part of Security Deposit.

8. SECURITY DEPOSIT (SD):-

(a) Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.

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(b) The total amount of Security Deposit will be 5% of the contract value or contract sum. EMD of the successful contractor shall be converted and adjusted towards the required amount of Security Deposit.

(c) The balance amount (over than EMD amount converted in to SD) to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:-

- I. Electronic Fund Transfer in favor of BHEL (Account details may be obtained from civil dept. of HERP).
- II. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- III. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) subject to FDR has its auto renewability clause/feature.
- IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)

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

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

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

If actual executed work value is lower than contract amount or contract sum, extra security deposit (cash or any other form whichever is possible) shall be refunded to the contractor along with final bill.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

(f) 100% Security Deposit shall be released to the Contractor after completion of warranty period / defect liability period (DLP) & upon fulfillment of contractual obligations as per terms of the contract.

(g) The Security Deposit shall not carry any interest.

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- (h) The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- (i) 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 other contracts with BHEL.
- (j) Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with
- I. Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - II. The Bank Guarantees shall be as per prescribed formats approved by BHEL.
 - III. It is the responsibility of the contractor to get the Bank Guarantees revalidated/extended for the required period, as per the advice of BHEL representative or Engineer in Charge. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
 - IV. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - V. Contractors to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
 - VI. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post, addressed to the Civil Dept. of HERP.

9. VALIDITY OF OFFER:-

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the contractors.

10. CONTRACT AGREEMENT FORMALITIES:-

- (a) The successful contractor's responsibility under this contract commences from the date of issue of the Letter of Intent (LOI) by Bharat Heavy Electricals Limited. The Contractor shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

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- (b) The successful contractor shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the contractor.
- (c) The expenses for preparation of contract agreement document shall be borne by BHEL except purchase of non-judicial stamp paper which shall be arranged by the contractor. Also, contractor shall provide required no of non-judicial stamp paper at the time of closing of contract.

11. REJECTION OF TENDER & OTHER TERMS:-

BHEL reserves its full right for the following without assigning any reason whatsoever:-

- (a) To reject any or all of the tenders.
- (b) To split up the work amongst two or more contractors as per NIT.
- (c) To award the work in part if specified in NIT.
- (d) In case of either of the contingencies stated above for split or part work, the time for completion as stipulated in the tender shall be applicable.
- (e) Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- (f) Tenders are liable to be rejected in case of unsatisfactory performance of the contractor with any BHEL's location, or contractor under suspension (hold/banning /delisted) by any unit / region / division of BHEL or contractors who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- (g) To reject a contractor in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- (h) If a contractor who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- (i) BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the entering in to contract

agreement for a work.

- (j) If the contractor 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 money due.
- (k) Canvassing in any form in connection with the tenders submitted by the Contractor shall make his offer liable to rejection.
- (l) In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative employed in BHEL, the appropriate authority shall be informed of the fact as per specified format. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- (m) The successful contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Competent Authority / Engineer In Charge. The contractor is solely responsible to BHEL for the work awarded to him.
- (n) The Tender submitted by a techno commercially qualified contractor shall become the property of BHEL who shall be under no obligation to return the same to the contractor. However unopened price bids and late tenders shall be returned to the contractors.
- (o) Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- (p) BHEL shall not be liable for any expenses incurred by the contractor in the preparation of the tender irrespective of whether the tender is accepted or not.

12. LAW GOVERNING THE CONTRACT & COURT JURISDICTION:-

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Varanasi, for all works contract at BHEL-HERP shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract.

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13. ISSUE OF NOTICE:-

- (a) **Service of notice on contractor:** - Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- (b) **Service of notice on BHEL:** - Any notice to be given to BHEL, HERP under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

14. USE OF LAND:-

No land belonging to BHEL shall be occupied by the contractor without written permission of BHEL.

15. COMMENCEMENT OF WORK:-

- (a) The contractor shall commence the work within time as indicated in the Letter of Intent (LOI) or Work Order (WO) issued from BHEL and shall arrange to proceed the same with due expedition without delay.
- (b) If the contractor fails to start the work within stipulated time as per LOI/WO or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the LOI/WO or terminate the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- (c) All the work shall be carried out under the direction and to the satisfaction of BHEL's representative.

16. MEASUREMENT OF WORK & PAYMENT:-

- (a) All payments due to the contractors shall be made by e-payment (NEFT/RTGS) mode only, unless otherwise found operationally difficult.

- (b) **Running bills shall be prepared & processed monthly i.e. once in a month or after production of bill by the contractor whichever is later.**
- (c) **Running Bill:** - The Contractor shall present themselves or their representative for joint measurement of actual work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights etc. shall be actual work done only. Based on this joint measurement, measurement sheets/measurement books shall be prepared by Engineer in Charge and should be agreed & signed by both the parties before submission to BHEL engineers/superiors for its sample verification.
- (d) Sample check/verification of these measurement sheets/books will be done by BHEL Engineers/Seniors (Minimum in the rank of Sr. Engineer, E2) and quantities eligible for payment under various items of BOQ shall be decided.
- (e) Payment shall be made by BHEL's finance dept. after carrying out all recoveries due from the contractor.
- (f) All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
- (g) Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
- (h) The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
- (i) The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- (j) If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor unless such re-measurements are warranted solely for reasons not attributable to contractor.
- (k) Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
- (l) **Final measurement bill** shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL's Engineer in charge that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL.

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Contractor shall give unqualified "No Claim" Certificate in the non judicial stamp paper. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time, preferably within 30 days of submission of bills completed in all respect to BHEL's finance dept., after completion of work as certified by BHEL.

17. RIGHTS OF BHEL:-

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- (a) To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its internal/external customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's operational or any other requirement or obligation to its customer.
- (b) To meet the expenses including BHEL overheads @ 15% on the differential cost over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under Sl.No. (a) above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof
- (c) To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of minimum two weeks (or lesser period in case of urgent work certified by Dept. Head of Civil Dept, HERP, Varanasi) by BHEL, in the event of:-
 - 1. Contractor's continued poor progress
 - 2. Withdrawal from or abandonment of the work before completion of the work.
 - 3. Contractor's inability to progress the work for completion as stipulated in the contract.
 - 4. Poor quality of work.
 - 5. Corrupt act of Contractor.
 - 6. Insolvency of the Contractor.
 - 7. Persistent disregard to the instructions of BHEL.
 - 8. Assignment, transfer, sub-letting of contract without BHEL's written permission.
 - 9. Non fulfillment of any contractual obligations.
 - 10. In the opinion of BHEL, the contractor is overloaded and is not in a

position to execute the job as per required schedule.

- (d) To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case any of above clause (c)-1-10 applies.
- (e) To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads @ 15% on all such payments along with interest as defined elsewhere in the GCC or prevailing interest in BHEL.
- (f) While every endeavor will be made by BHEL to this end, but cannot guarantee uninterrupted work due to conditions beyond BHEL's control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- (g) In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

18. LIQUIDATED DAMAGES/PENALTY (LD):-

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty. Rate of LD shall be 0.5% of the CONTRACT SUM, per week of delay or part thereof, till completion of works. After completion of works and at the time of passing final bill, LD amount shall be calculated as applicable % (based on period of delay & subject to maximum 10%) on FINAL SUM. Any shortfall or excess amount on account of LD shall be recovered or refunded accordingly at the time of passing final bill

The period of delay shall be taken as delay, attributable to the Contractor, in the completion of work.

In case of Annual Maintenance Contracts (AMC) pertaining to various Civil Works, the period of delay shall be calculated from the date of scheduled completion mentioned in "Work Permit" issued by Civil Dept. duly signed by Engineer in Charge and/or a BHEL's executive minimum in the rank of Sr. Engineer (E2). The sum, on which LD/Penalty (in AMC) shall be calculated for this purpose, shall be the value of part work indicated in that respective work permit.

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19. LOCAL LAWS, EMPLOYMENT OF WORKERS ETC:-

- (a) The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.
- (b) In case any law/rule shall apply on BHEL regarding Building & Other Construction Workers (BOCW), it shall be contractor's responsibility to discharge such liability. BHEL shall not bear any such liability and has full right to recover any such liability from the contractor.
- (c) The contractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities mentioned in next points.
- (d) As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- (e) The contractor at all times during the continuance of this contract shall, in all his dealings with local labor for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- (f) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act 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 also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- (g) The contractor shall obtain independent License, if required as per law/rule, under the Contract Labor (Regulations and Abolition Act, 1970) from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer i.e. BHEL.
- (h) The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- (i) Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

- (j) The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- (k) The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- (l) 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 is responsibility of the contractor to make good the losses or compensate for the same.
- (m) All the properties/equipment/components of BHEL loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL.
- (n) The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer In Charge will be recovered from the contractor.

20. PROGRESS MONITORING & REVIEW:-

- (a) A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract may be jointly agreed between BHEL and Contractor before commencement of work. This programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc.
- (b) Progress will be reviewed periodically, Daily/Weekly/Monthly as per requirement of BHEL, vis a vis jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as & when required by BHEL for monitoring of the work progress.
- (c) The burden of proof that the causes leading to any shortfall are not due to any reasons attributable to the contractor is on the contractor himself.
- (d) Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

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- (e) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- (f) Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- (g) The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

21. SAFETY:-

- (a) All safety rules and codes applied by BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose.
- (b) Contractor shall take such additional precautions as may be indicated from time to time by the Engineer in charge with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- (c) The contractor shall arrange for such safety devices as are necessary for work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- (d) The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over back by BHEL.

22. TIME FOR COMPLETION:-

- (a) The time schedule shall be as prescribed in the Letter of Intent/Work Order/Contract agreement. The time for completion shall be reckoned from the date of commencement of actual work at Site as certified by BHEL's Engineer in charge.

- (b) The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 23.

23. EXTENSION OF TIME FOR COMPLETION:-

- (a) If the completion of work as detailed in the schedule-A (BOQ) / Scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- (b) Based on the jointly signed review of balance quantum of work, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the period of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- (c) However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
- (d) A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the contractor. Review of the programme and record of shortfall shall be done during the period of 'Time extension' period in the same manner as is done for the regular contract period.
- (e) At the end of total work completion as certified by BHEL Engineer in charge, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

24. QUANTITY VARIATION:-

Any deletion or addition to any extent of any items listed in batch of quantity (BOQ) may occur as per requirement of BHEL at any moment of contractual execution period. However rate shall remain fixed for any such quantity

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variation. Contractors neither deny the work nor are eligible for any compensation in case the variation (increase or decrease) in the quantity of any item of BOQ.

25. INSURANCE:-

- (a) It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act.
- (b) Contractor must submit copy of insurance taken for their workmen who are engaged in work to be carried out on height above 4 m.
- (c) The work will be carried out in a protected area and all the rules and regulations of BHEL in the area of work/project which are in force from time to time will have to be followed by the contractor.
- (d) If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities. Thus, contractor must ensure third party insurance and BHEL shall not pay any amount for such compensation to be paid by the contractor to affected person/firm/party.
- (e) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL.
- (f) In case of free issue material which is issued for completion of work under any works contract, BHEL will recover the loss from the contractor, in case the damage / loss are due to carelessness / negligence on the part of the contractor.

26. STRIKES & LOCKOUT:-

- (a) The contractor will be fully responsible for all disputes and other issues connected with his labor. In the event of the contractor's labor resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies on the "Risk & Cost" of the contractor and the extra cost so incurred plus 15% overhead charges shall be deducted from the Contractor.
- (b) For all purposes whatsoever, the employees of the contractor shall not be deemed any employment in BHEL.

27. FORCE MAJEURE:-

The following shall amount to Force Majeure:-

- (a) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.
- (b) Non-availability of materials in local or nearby markets due to any reason or no availability of site clearance by BHEL or any other similar cause but acceptance of these shall be subject to certification by Engineer in charge who is convinced that said reason is beyond control of the contractor.
- (c) If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by the contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay. But, only time extension will be provided and the contractor shall not be eligible for any compensation.

28. ARBITRATION & RECONCILIATION:-

- (a) In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL, HERP, Varanasi.
- (b) The award of the arbitrator shall be binding to the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (c) The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- (d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:-

In the event of any dispute or difference relating to the interpretation and

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application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

- (e) The cost of arbitration shall be borne equally by the parties.
- (f) Work under the contract shall be continued during the arbitration proceedings.

29. PAYMENTS:-

(A) RUNNING ACCOUNTS BILLS:-

- (a) The main purpose of RA Bills is interim payments when the work under contracts is in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats.
- (b) Payments shall be made according to the extent of work done as per joint measurements taken up to the end of period (once in a month for AMCs & agreed time for specific works contract) and/or in line with the terms of payments described in the Tender document.
- (c) Recoveries on account of statutory deduction shall be effected from all bills as per BHEL/Govt rules.
- (d) Recoveries on account of water supply charges shall be made at the rate of Rs. 1/- (Rupees One Only) per Rs. 1000/- (Rupees Thousands Only) of gross bill unless it is exempted (due to no water supply requirement during course of execution of the contract) & clearly written in SCC/LOI/WO.
- (e) Recoveries on account of electricity, tools & plants provided by BHEL etc shall be effected from all bills as per terms of the contract.
- (f) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract or as directed by the Engineer in charge. If the work is not executed as per the stipulated specifications or as per direction by the Engineer in charge, BHEL may ask the contractor to re do the work according to the required specifications or direction of Engineer in charge or requirements of BHEL, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non

availability of drawings, fraction payment against full rate, as is considered reasonable, approved by BHEL & mutually agreed by both parties, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

- (g) In order to facilitate part payment, BHEL's Engineer In charge at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work.

(B) FINAL BILL:-

- (a) Final Bill is used for final payment on closing of Running Account for works or for single payment after completion of works as per scope defined in the Work Order as per satisfaction of BHEL. Final Bill shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation if any.
- (b) Contractor must submit "No claim certificate" in the non judicial stamp paper, Indemnity bond or any other documents desired by BHEL at the time of processing of final bill.
- (c) BHEL shall settle the final bills received complete in all respect, preferably within 30 days of its submission to BHEL., after deducting all liabilities of Contractor to BHEL.

30. PERFORMANCE GUARANTEE OF WORKMANSHIP or DEFECT LIABILITY PERIOD (DLP):-

- (a) Even though the work will be carried out under the supervision of BHEL Engineers, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period as specified in tender document / contract / Special Conditions of the Contract (SCC) / Letter of Intent / Work Order from the date of completion of contract, for good workmanship and shall rectify free of cost all defects due to faulty work/erection detected during the guarantee period.
- (b) In the event of the Contractor failing to repair the defective works within the time specified by the Engineer in charge, 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 the security deposit/Guarantee money or any other amount due.
- (c) Security deposit/guarantee money shall be released to the contractor only after completion of guarantee period/Defect Liability period (DLP) if contractor has carried out the works required to be carried out by him during the period of Guarantee/DLP and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee/Security money refundable.

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31. CLOSING OF CONTRACT:-

The Contract shall be considered completed and closed, upon completion of all works specified in the contract document / BOQ & contractual obligations of the contractor fulfilled as per BHEL's requirement, after settlement of final bill and furnishing of No Claim Certificate in Non-judicial stamp paper and Indemnity Bond in Non-judicial stamp paper for compensating BHEL against third party liability for labour and all other statutory levies to Government agencies as well as , indemnifying M/s BHEL against all claims and demands including other govt. dues viz. EPF/ESI and all other dues/deductions from BHEL in regards to issued work order.

(a) But, closing of contract does not relive contractor of his responsibility regarding Guarantee period.

(b) Upon completion of guarantee period/defect liability period (DLP), BHEL may issue a completion certificate as per standard format, based on specific request of the Contractor.

32. REVERSE AUCTION:-

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time & communicated to the contractor after decision of BHEL to go for Reverse Auction (RA).

33. SUSPENSION OF BUSINESS DEALINGS:-

BHEL reserves the right to take action against Contractors who either fail to perform or indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.