

Tender Document

Tender Notice - BAP : CF : OT: 02 / 2021-22 Dt: 23/07/2021

**“Maintenance of BHEL Broad Gauge & Gantry Tracks For One
Year 2021-22 and 2022-23 in Factory”**

Period of Contract: **ONE YEAR**

Part – I: Techno - Commercial Bid

(Pages 1 – 79 including this cover page)

PREPARED BY

CHECKED BY

APPROVED BY

CIVIL PROJECTS & SERVICES
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET - 632 406
TAMILNADU (STATE)

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CHAPTER - I

Sealed tenders are invited in two parts bids as per following details in Civil Projects & Services Department, BHEL Ranipet, Tamil Nadu.

<u>NOTICE INVITING TENDER</u>	
1. NIT No	BAP:CF: OT : 02 / 2021-22 Dt: 23/07/2021
2. Name of work	Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 AND 2022-23 in Factory.
3. Period of contract	ONE YEAR
4. Estimated Cost of the work:	Rs. 34,36,720.00 (Rupees Thirty-Four Lakhs Thirty Six Thousand Seven Hundred and Twenty Only.)
5. Tender Document Cost	NIL –(can be downloaded free of cost from BHEL web site – http://www.bhel.com/tender/list_tender.php) and from CPP Portal
6. Earnest Money Deposit (EMD) Amount	Rs. 68,740.00/- (Sixty-Eight Lakhs Seven Hundred and Forty only)
7. Last date & Time for receipt of the completed Tender	10/08/2021 at 15.00 Hrs.
8. Date of Technical Bid Opening	10/08/2021 at 15.00 Hrs.
9. Date of Price Bid Opening	Date will be intimated to technically qualified bidders.
10. Place of submission of Tender	<u>Tender Box placed in</u> Office of the SDGM, Civil Projects & Services, BHEL - BAP, Ranipet - 632 406.
11. Address on the Sealed Tender Cover to be:	Office of The SDGM, Civil Projects & Services, Bharat Heavy Electricals Limited, Ranipet - 632 406, Vellore District, Tamil Nadu State.
12. Venue of the Tender Opening	Office of the SDGM / Civil Projects & Services Office
13. Tender Document Contains:	Total 85 pages (Techno - Commercial bid & Price bid)
Note : All corrigenda, addenda, amendments, clarifications etc. to the tender specification will be hosted in the web pages (www.bhel.com > Tender notifications . view corrigendum) and CPP Portal only and not in the newspapers. Bidders shall keep themselves updated with all such developments.	

PART ‘I’ – TECHNO- COMMERCIAL BID

CHAPTER – II

INSTRUCTIONS TO THE TENDERERS:

- 1) The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. If a tenderer submits more than one offer, all the offers shall be rejected and none of their offer shall be considered.
- 2) Tenderer should note specifically that all pages of tender document, including the cover page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, tenderer may contact this office.
- 3) Tender documents are available on **BHEL web site** i.e. http://www.bhel.com/tender/tender_home.php as well as on **CPP Portal** <https://eprocure.gov.in/epublish/app> the same shall be downloaded and used as tender document for submitting the bid. The hard copy of full tender document can also be taken from the office of CP&S, BHEL Ranipet free of cost.
- 4) The Tender cost is **NIL**, however the expenses for arrangement of required enclosure documents, postage charges etc. shall be borne by the tenderer.
- 5) All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 6) No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
- 7) Tender must be submitted in two parts, i.e., (I) Techno-Commercial Bid and (II) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as ‘EMD Deposit’, Part – I ‘Techno- commercial bid’ and Part-II ‘Price Bid’, along with NIT No. & due date written on each of the envelope. **These three separate envelopes shall together be kept in a fourth envelope super scribed with name of Work, NIT No. & due date of opening.**
- 8) Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having all the pages including all annexures, General and Special Specifications, GCC etc. complete duly signed and stamped.
- 9) Tenders shall be submitted either by hand in the Tender Drop Box kept in the **office of SDGM, Civil Project & Services Office, BHEL Ranipet** or by “Registered Post with Acknowledgement due”. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.

- 10) In case envelope is bulky and it is not possible to drop in the Tender Box, the same shall be handed over to any one of the following executives of BHEL
 - 1) Mr Amarjeet Kumar, Engineer / Civil Projects & Services Department (CP&S)
 - 2) Ms S.M. Kaviya, Dy. Manager / Civil Projects & Services Department (CP&S)
- 11) Tenders received late / Price bid in open condition/ Tenders without EMD shall be rejected summarily.
- 12) Tenders not meeting the tender Conditions and incomplete in any respect are likely to be rejected.
- 13) Price Bid should contain only the **“Part-II, Price Bid Format”** after quoting the rates as specified in the Price bid format.
- 14) Rate quoted shall be inclusive of all like cost of materials, taxes on materials, cost of labours, carriage of materials at site and incidental charges etc. complete but excluding GST. The rate of GST shall be quoted separately in same price bid format.
- 15) The applicable GST (as quoted by the tenderer / limited to applicable tax, whichever is lesser) can be claimed from BHEL along with their monthly bills for further payment to be made for the authorities concerned. In case of reverse charge applicability, BHEL will not reimburse to the tenderer the reverse charge of GST paid by BHEL
- 16) The tenderer, while quoting rate, take into the account the likely expenditure in complying with statutory compliances like PF & ESI contribution, Minimum Wages, Bonus, Holiday & EL wages including related laws and the expenditure. The tenderer shall refer to the General Conditions of Contract which forms a part of NIT in this regard.
- 17) The contractor shall strictly comply with all statutory regulations relating to labour laws like ESI, PF Contract Labour License (if applicable), Minimum Wages Act etc.,
- 18) The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance. The minimum wages shall be as per Tamil Nadu: Please note that the minimum wages are normally revised by the authorities from every year in the month of April.
- 19) Rate shall be quoted as **Above/ Below or At par** in percentage of total estimated value of work, excluding GST, which shall be quoted separately in same price bid format.
- 20) Rates must be quoted in figures as well as in words.
- 21) On the date of opening of tender, only Techno-Commercial Bid alone shall be opened.
- 22) BHEL shall be resorting to Reverse Auction (RA) (As per Guidelines of Reverse Auction 2021) for this tender.
- 23) The guidelines and terms & conditions for conducting Reverse Auction is given in **Chapter- VI.**
- 24) BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from tenderers in this matter (except for the refund of EMD).
- 25) In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.

- 26) The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
- 27) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 28) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 29) If any information/ documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 30) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejection
- 31) If tenderer 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 submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.
- 32) The offer of the tenderers who are on the banned list as also the offer of the tenderers, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site http://www.bhel.com/vender_registration/pdf/Banned_firms_list_BHEL.pdf
- 33) Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in this regard. Any queries regarding this tender may be clarified from DM/CP&S on mobile no.:94880 52739, email: smkaviya@bhel.in
- 34) The tenderers or their representative may attend the opening of techno-commercial bid (Part-I) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part-II), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the tenderers or their representative are not present. The representatives should bring authorization letter from their Company's Competent authority for attending the tender opening.
- 35) The General Terms and conditions (GCC) and Special Terms & Conditions are complementary to each other and where they are conflict the Special Conditions shall prevail.

CHAPTER – III
PRE- QUALIFYING REQUIREMENTS

- 1) The tenderer's average annual financial turnover during the last three financial years ending 31st March 2020 should not be less than 30% of the estimated value (**Rs. 10.31 Lakhs**) of this work and the tenderer shall submit copies of balance sheet and Profit & Loss Account duly Certified by CA for the last three financial years [for Financial Year **2017 – 18, 2018 – 19 & 2019 – 20**] for the proof of turnover.
- 2) The tenderer should have experience in successful completion of similar works (Similar work means Civil works done in any government organization / PSU / Private Sector Companies) during the last 7 years as on date of publication of Tender, should be either of the following.

Three similar completed works each costing not less than 40% of the estimated value of this work. (**Rs. 13.75 Lakhs** or more)

OR

Two similar completed works each costing not less than 50% of the estimated value of this work. (**Rs. 17.18 Lakhs** or more)

OR

One similar completed work costing not less than 80% of the estimated value of this work. (**Rs. 27.49 Lakhs** or more)

Note: The experience certificate for the work done in the name of contractor/ firm only shall be accepted. Internal orders/Transactions between **sister concern/s shall not be accepted.**

3) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- i) Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the tenderer as a token of acceptance of all the terms and conditions of tender.
- ii) Self-attested Copy of the valid **PAN card and Certificate of Registration of GST**
- iii) Self-attested Copy of Balance Sheet and profits & loss Account statements duly certified by CA of last three financial years i.e. FY: **2017 – 18, 2018 – 19 & 2019 – 20** (**AY 2018-19, 2019-20 & 2020-21**).
- iv) Self-Attested copies of acknowledgements of IT return of last three financial years i.e. FY: **2017 – 18, 2018 – 19 & 2019 – 20** (**AY 2018-19, 2019-20 & 2020-21**).
- v) Self-attested Copies of Work Orders/ Award letters/ LOI/ Contract Agreement along with certificates of successful completion in support of proof of experience for the works executed by the tenderer during last 7 years ending on the date of publishing of this tender. BHEL reserves the right to cross check the documents from the issuing department, and/ or call for any additional documents including Bank Statement for verification.

CHAPTER – IV

SPECIAL TERMS AND CONDITIONS FOR TENDERERS

- 1) **PRICE VARIATION:** Tenderer shall not increase their quoted rates in case the BHEL negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer up to the expiry of validity of rates. The final rates agreed by BHEL will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 2) **PRE-BID CLARIFICATIONS:**
 - a) SDGM/ CP&S shall be contacted for clarifications of any doubts, on any conditions of the contract, specifications etc. through e-mail: ezhil@bhel.in
 - b) Any modification arising out of the clarifications shall be formalized by issue of amendments to the Tender Documents in BHEL web site through corrigendum.
 - c) Tenderers are requested to visit the site before quoting to assess the nature and volume of work involved.
- 3) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of opening of the techno- commercial bid.
- 4) **EVALUATION CRITERIA:** Evaluation of the tender will be done on overall quote basis inclusive of GST. Order will be placed on overall L-1 rate for complete work. In case of tie between the rates of two or more tenderers, the Snap bidding system will be followed to arrive the L-1 tenderer. Tenderer should double ensure the rate quoted and calculation done.
- 5) **CORRECTION IN ARITHMETIC ERROR:** In case of error in calculation in quoting the rates by tenderer, correction shall be done as below:
 - a) If, in the price quoted, there is a discrepancy between boxes of (1) ABOVE, (2) BELOW & (3) AT PAR ticked by the tenderer and the sub total done, the subtotals shall prevail and tick by tenderer will be ignored.
 - b) If there is a discrepancy between writing the percentage and the value of percentage calculated on estimated value, the percentage figure shall prevail and calculation shall be corrected provided the same percentage is written in words also. Unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the percentage rate, in which case the calculated price as quoted shall govern and the percentage rate corrected accordingly.
 - c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - d) If there is a discrepancy between words and figures in quoting the percentage, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - e) If there is such discrepancy in an offer, the same shall be conveyed to the tenderer with target date up to which the tenderer has to send his acceptance on the above lines and if the tenderer does not agree to the decision of BHEL, the bid is liable to be rejected.

- 3) **EARNEST MONEY DEPOSIT (EMD):** Tenderer (including MSME) must submit EMD of **Rs. 68,740.00 (Sixty Eight Lakhs Seven Hundred and Fourty only)** in a separate sealed envelope along with techno-commercial bid (Part-I). Tenders without EMD shall be rejected summarily.

Earnest Money is to be paid by each tenderer (including MSME) to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work. EMD shall not carry any interest. EMD by the Tenderer will be forfeited if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI / Contract.
- EMD shall be furnished only in the following forms:
- a) Cash deposit as permissible under the extant Income Tax Act.
 - b) Electronic Fund Transfer credited in BHEL account.
 - c) Banker's Cheque / Pay Order / Demand Draft in favour of BHEL, payable at Ranipet.
 - d) 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).
 - e) In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
 - f) BHEL has now made arrangements for payment **of EMD thru' Online**: The steps to make online payment for EMD are detailed as below:
 - i) Visit <https://www.onlinesbi.com/prelogin/collecthome.htm>
 - ii) Click 'Proceed' button.
 - iii) Select 'Tamilnadu' in the drop down menu under 'State of Corporate / Institution *'
 - iv) Select 'PSU-PUBLIC SECTOR UNDERTAKING' in the next drop down menu under "Type of Corporate / Institution"
 - v) Click 'Go' button
 - vi) Select 'BHEL BAP RANIPET' in the drop down menu under "PSU – PUBLIC SECTOR UNDERTAKING"
 - vii) Click 'Submit' Button
 - viii) Select 'EMD' in the drop down menu under 'Select Payment Category'
 - ix) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

Note: One Time EMD is not applicable for this tender. If you have already deposited One Time EMD with BHEL-Ranipet / with any other unit of BHEL, the same shall not be considered for this tender. The tenderer has to pay separate EMD for this tender without fail)

- 6) **CONTRACT PERIOD:** A contract agreement shall be signed by the successful tenderer before the start of work. The contract period will be for **ONE YEAR (12 Months)**. Entire work has to be completed within the contract period failing which liquidated damages (L.D.) will be imposed.
- 7) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of minimum **Rs 100/-**. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for the contract period of **ONE YEAR (12 Months)**. However, this Agreement may be terminated earlier by BHEL at any time by giving one month's notice to the Contractor due to any failure on the part of the Contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. The Contract Agreement will be governed by the BHEL General Conditions of Contract in force (GCC).
- 8) **GUARANTEE / MAINTENANCE PERIOD:** The guarantee / maintenance period is Nil for this contract. The full Security Deposit (SD) amount will be released after completion of contract.
- 9) **SECURITY DEPOSIT:**
- a) The total amount of **Security Deposit (SD) will be 5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
 - b) 50% of the required Security Deposit, including the EMD, shall be collected before the start of the work. The balance amount to make up the required Security Deposit of 5% of the contract value may be submitted in the following forms:
 - i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of scheduled banks (subject to realization)
 - iii. Pay order / Demand draft / Electronic fund transfer in favour of BHEL,
 - iv. Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - v. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
 - vi. Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL).
 - c) Balance of the Security Deposit can also 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.

(Note: 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.)

- d) Security Deposit shall be released to the Contractor upon fulfillment of Contractual obligations as per terms of the Contract.
- e) Security Deposit shall not carry any interest.
- f) If the value of work done any time exceeds the contract value, the excess amount of Security Deposit so calculated shall be recovered from the contractor.
- g) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

10) **QUANTITY VARIATION:**

The quantity of item in BOQ may vary on either side i.e. below or above due to prevailing condition at the time of execution of contract and contractor shall not claim any compensation due to quantity variation

11) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

- a) Water and Electricity required for the work will be given by BHEL from the nearest tapping point at the recovery rates specified below. The contractor should make necessary arrangement for tapping the same at his own cost.
- b) The recovery rates towards the cost for these facilities will be 1.00% for water charges and 0.50% for electricity charges will be effected from the bills on the executed value as certified by the Engineer- in-Charge based on the usage of power and water.
- c) In case the above facilities are not provided by BHEL, the contractor has to arrange these facilities at his own cost and the recovery rates of 1.00% for water and 0.50% for electrical charges will not be effected on the executed value as certified by the Engineer- in-Charge.
- d) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer-in-charge.
- e) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

12) **PAYMENT TERMS:**

- a) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-charge.
- b) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor or his duly authorized representative.
- c) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- d) Measurement shall be taken jointly by Engineer-in-charge or his authorized representative on the part of the BHEL & the contractor.
- e) The contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.
- f) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- g) No advance payment or the payment for mobilization of work will be made to the contractor.
- h) No payment shall be made for the work done without the permission of Engineer-in-charge.
- i) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in a month.
- j) After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
- k) Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, Finance will process such bills and release the payment within 30 days normally after receiving the bills in Finance.
- l) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer in-charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- m) Payment of GST will be made on actual applicable GST rate.
- n) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.
- o) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- p) All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules.

- q) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- r) BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the security Deposit furnished by the Contractor under this contract or any other contract.
- s) All the bills of contractors will be cleared by Finance department subject to production of “Clearance certificate” by the contractors in respect of compliance of all statutory requirements, issued by IR section of Human Resource Department.

13) **PROGRESS OF WORK AND L.D. FOR DELAY:**

- a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time.
- b) In case work is not completed within schedule completion, the L.D. shall be imposed at the rate of **0.5%** of **total contract value** per week of delay.
- c) However, the total penalty due to delay will be up to maximum **7.5%** of total contract value.

14) **TECHNICAL SPECIFICATIONS & SCOPE OF WORK:**

- a) The work will be carried out as per **BOQ enclosed in Price Bid and as per latest “CPWD Specifications”** for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge’s clarification and decision will be final and binding on the contractor.
- b) All the materials except the materials issued by BHEL free of cost shall be arranged by the contractor. The materials should be conforming to the relevant IS codes of latest revision.
- c) All tools and tackles required for proper completion of work shall be arranged by contractor.
- d) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- e) The contractor should extend full co-operation to the other contractors who may be doing other works in the same area to enable them to execute their portions of work without any delay or difficulty.
- f) The Engineer – in – charge will communicate or confirm his instructions to the contractor in respect of the execution of the work in a “**work site order book**” maintained at his office and confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

15) **SUPERVISION OF WORK:**

The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

16) **QUALITY OF WORK:**

- a) After the award of work, the contractor shall prepare and submit **quality assurance program** and schedule for work completion / comply with any other quality plan requirement and schedule for work completion proposed by BHEL with all details and indicate the field equipment that he is going to use for quality assurance.
- b) Any work found defective / unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within a specified time as per the Engineer – in – charge’s instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost deducted from the contractor’s bill.
- c) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.

17) **SITE CLEARANCE:**

- a) Written permission for erection of temporary work sheds at site will have to be obtained from BHEL.
- b) Once the work is completed, the contractor shall remove his temporary shed and the unwanted materials and also dispose the debris as instructed by the Engineer – in – charge.
- c) Final bill shall be forwarded only after clearance of site as per the satisfaction of Engineer-in-charge

18) **GOODS AND SERVICES TAX (GST) COMPLIANCE]:**

- a) **Registration & GST Rate:**
 - i) Tenderer shall indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
 - ii) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
 - iii) Tenderer to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- b) **Invoicing & Payment:** The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - i) BHEL-RANIPET GSTIN: 33AAACB4146P2ZL
 - ii) HSN Code or Service Accounting Code for supply of goods or services.
 - iii) Name & address of supplier/ Contractor

- iv) GSTIN of Supplier/ Contractor
 - v) Consecutive Serial Number & date of issue
 - vi) Description of goods or services
 - vii) Total value of supply
 - viii) Taxable value of supply
 - ix) Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x) Amount of Tax charged
 - xi) Place of supply
 - xii) Address of delivery if different from place of supply
 - xiii) Signature of authorized signatory
- c) **Reimbursement of GST:** Reimbursement of GST to the tenderer/ vendor is contingent upon complying with the following condition by the service provider: -
- i) Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii) Discharging the GST tax liability to the Government.
 - iii) Submission of Tax Invoice to BHEL.
 - iv) Submission of proof of payment of GST to BHEL.
 - v) Availment of Input Tax Credit by BHEL.
- d) **Input Tax Credit:**
- i) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor/ Contractor along with interest & penalty levied/ leviable.
 - ii) In case vendor/ Contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/ Contractor along with interest & penalty levied/ leviable on BHEL.
 - iii) In case of discrepancy in the data uploaded by supplier/ contractor in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier/ contractor of the same. Supplier/ contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
 - iv) For any such delay in availing of tax credit for reasons attributable to vendor / contractor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- e) **Penalty for Non-compliance of GST Act:** Penalty amount so determined along with GST if applicable thereon shall be recovered from the Tenderer/contractor.

f) **Other Provision:**

- i) Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- ii) The tenderer should quote the applicable taxes and duties in the price bid (Part-II).
- iii) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the revision laws.

19) **SUBMISSION OF DOCUMENTS OF LABOUR LICENCE, PF & ESI:** The contractor should have Labour Licence PF code number & ESI code number before the start of work.

20) **COMPENSATION TO CONTRACT WORKERS:**

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- i) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- ii) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / Townships and premises / Project Sites.

iii) **Compensation in respect of each of the victims:**

- a) In the event of death or permanent disability resulting from Loss of both limbs:
Rs.10,00,000/- (Rs. Ten Lakh)
- b) In the event of other permanent disability: **Rs.7,00,000/- (Rs. Seven Lakh)**
- iv) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
- v) The compensation details are provided at:
[http://intranet.bhel.in/HR%20Circulars/HR%20Circular%20No.%20016%20OF%202018.p
df](http://intranet.bhel.in/HR%20Circulars/HR%20Circular%20No.%20016%20OF%202018.pdf)

CHAPTER-V

SCHEDULES AND ANNEXURES FOR SUBMISSION BY TENDERER:

Following Annexures and schedules shall be submitted by tenderer duly signed and stamped along with Techno-Commercial offer:

- i) Contact details of the tenderer as per Annexure-I
- ii) Declaration Certificate as per Annexure-II
- iii) GST Quote as per Annexure-III
- iv) Certificate of No Deviation as per Annexure- IV
- v) Acceptance for payment by EFT/ RTG as per Annexure-V
- vi) SCHEDULE - A : List of Works & Prices
- vii) SCHEDULE - B : Free Issue of Materials
- viii) SCHEDULE - C : List of Tools and Plants to be issued on hire to Contractor
- ix) SCHEDULE - D : List of drawings



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

ANNEXURE- I

CONTACT DETAILS OF TENDERER

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Mailing Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

(Signature & seal of the Tenderer)

Tenderer

18

Accepting Officer



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

ANNEXURE-II

DECLARATION BY THE TENDERER

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Department/ Ministry /Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the Tenderer)

Place:

Date:

ANNEXURE-III

GST QUOTE BY THE TENDERER

**Name of work: “Maintenance of BHEL Broad Gauge & Gantry Tracks For One
Year 2021-22 and 2022-23 in Factory”**

The quoted rate for the work shall be inclusive of all taxes other than GST.

1. The tenderer has to quote GST rate extra as applicable in the tabulation given in the Price Bid. If GST is not indicated separately in the price bid schedule, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly
2. In case of reverse charge applicability, BHEL will not reimburse to the tenderer the reverse charge of GST paid by BHEL.

Tenderers are requested to fill the full GST for the quoted rate as applicable for this tender in the following tabulation.

Sl No	GST	Service Account Code (SAC)	Applicable GST % (Fill the applicable GST % as quoted by you in the Price Bid)	Applicable GST Amount (Amount not to be filled in this technical bid) - Tick Quoted / Not Quoted only	Remarks
1	CGST			Quoted / Not Quoted	
2	SGST			Quoted / Not Quoted	
3	IGST			Quoted / Not Quoted	
4	GGST			Quoted / Not Quoted	
5	CESS			Quoted / Not Quoted	

Note: Any statutory variation in GST rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

(Signature & seal of the Tenderer)



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

ANNEXURE-IV

CERTIFICATE OF NO DEVIATION

I / We of M/s
hereby certify that **there is no deviation** from the tender conditions either technical or commercial
and I am / we are agreeing to all the terms and conditions mentioned in the **Tender Notice Ref -
BAP:CF: OT : 02 / 2021-22 Dt: 23/07/2021.**

I / We have submitted our offer for this tender. I / We have fully gone through, understood and
accepted all specifications, terms & conditions of the whole tender documents uploaded in BHEL
web site including all corrigenda, addenda etc published in the website time to time for this tender.

(Signature & seal of the Tenderer)

Place:

Date:

ANNEXURE - V

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR	PAN No
02	VENDOR CODE (as in Purchase order)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	BANK BRANCH CODE	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	YOUR EMAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

 (Manager / Officer's
 signature Under Bank stamp)
 Authorisation No. _____

(SCHEDULE – A) : LIST OF WORKS AND PRICES

Details and quantities of each item shown in the bill of quantities here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the bill of quantities attached hereto.

Sl.No.	Description of work/supply	Total amount of work / supply (in figures and words)	Period of Completion
1	“Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”	As per Annexure - A	ONE YEAR

ANNEXURE - A TO SCHEDULE – A

NAME OF WORK: “Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”

SL.NO	APPROXIMATE QUANTITY	DESCRIPTION OF WORK	SPECIFICATION	RATE (both in Figures and words)	UNIT	AMOUNT
Refer Tender Document Part-II (Price Bid - BOQ)						

(ANNEXURE - B) : BHEL GCC Acknowledgement

It is hereby agreed by me / us that the **BHEL General Conditions of Contract and Special terms & Conditions of this tender** including subsequent amendments / additions / deletions to clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me / us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me / us.

(Signature & seal of the Tenderer)

(SCHEDULE – B) : FREE ISSUE OF MATERIALS FROM BHEL

NAME OF WORK: “Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”

The following materials will be issued to the contractor at BHEL stores / stock yard, **if the same become required for the work.**

SL.NO.	DESCRIPTION	PLACE OF SUPPLY	ISSUE RECOVERY RATE
		----- NIL -----	

1. It will be the responsibility of the contractor to submit his indents for the above stores in writing at least SEVEN days in advance of the actual requirements.
2. Issue of stores is subject to their availability at the place of issue noted above. Items of stores to be issued by BHEL, which are not available at the time of indenting by the contractor, may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim or compensation for delay in the supply of stores by BHEL under any circumstances.
3. The material will be issued only during the working hours of the BHEL stores department.
4. The contractor shall from time to time, render proper account of all materials issued to him by BHEL. If he fails to do, no further issue of materials will be made to him and he will responsible for any delay in the execution of the work, which may occur on this account.
5. All surplus materials in good condition, which are not returned to the BHEL Stores and quantities of materials consumed in excess of maximum permissible limit as fixed by BHEL shall be charged for at punitive rates, which will be 100% higher than the recovery rates.
6. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the contractor.
7. Cement, reinforcement steel and structural steel will be issued at free of cost at BHEL stores. Recovery for the excess consumption up to 5% over and above theoretical consumption will be recovered as stated in the above tabulation. Beyond 5% punitive rate shall be charged, which will be 100% higher than the recovery rate specified above.
8. The decision of the accepting officer/Engineer-in-charge as the case may be as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final, conclusive and binding on the contractor.

(Signature & seal of the Tenderer)

(SCHEDULE – C): LIST OF TOOLS AND PLANTS TO BE ISSUED ON HIRE TO CONTRACTOR

NAME OF WORK: “Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”

SL.NO	QUANTITY	PARTICULARS	HIRE CHARGES PER UNIT PER DAY OF 8 HOURS	PLACE OF ISSUE	REMARKS
----- NIL -----					

- a) Machinery shall not be worked overtime without the written permission of the Engineer-in-charge and cost of liability of the same will be contractor's expense.
- b) All coolies, waterman, etc., required in addition to BHEL crew mentioned in Column 4 above shall be arranged for by the contractor at his own expense.

(Signature & seal of the Tenderer)

(SCHEDULE – D): LIST OF DRAWINGS TO BE ISSUED TO CONTRACTOR

NAME OF WORK: “Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”

All drawings are to be signed by the contractor as well as the officer entering in to contract for

SL.NO	DRAWING NUMBER	DESCRIPTION	REVISION
----- NIL -----			

(Signature & seal of the Tenderer)

CHAPTER – VI

REVERSE AUCTION (RA) (as per Guidelines For Reverse Auction 2021)

Name of Work: : “Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”

NIT No.: BAP:CF:OT:02 /2021-22 Dt: 23/07/2021.

BUYER NAME	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant Civil Projects & Services (CP&S) Ranipet-632 406 E-mail: speter@bhel.in, smkaviya@bhel.in,
AUCTION TO BE CONDUCTED BY	Name and Address of Service Provider
DATE OF AUCTION	Auction Date : XX/XX/2021 Reverse Auction Time : 15.00 PM – 16.00 PM Auction Website: xxxxxxx
DOCUMENTS ATTACHED	1) Terms & conditions of reverse auction (Annexure I / RA) 2) Business rule for reverse auction (Annexure II / RA) 3) Mandate to Service Provider (Annexure III / RA) 4) Process Compliance Form (Annexure IV / RA) 5) List of bidders and their address / contact person details (Annexure V / RA) 6) Details of Item(s) for Reverse Auction (Annexure VI / RA) 7) Post RA price confirmation and breakup (Annexure VII / RA)
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidder’s own interest. Neither the Service Provider nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.</u>

Annexure - I / RA

Terms & Conditions of Reverse Auction:

1. Against this enquiry for the subject work as per tender enquiry, BHEL will resort to “REVERSE AUCTION (RA) PROCEDURE” i.e., ON LINE BIDDING (THROUGH Service Provider
2. RA shall be conducted among the following techno-commercially qualified bidders:
 - (a) Minimum two techno-commercially qualified bidders are required to conduct RA.
 - (b) In case of two or three techno-commercially qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid).
 - (c) In case of four qualified bidders, H1 bidder to be eliminated whereas in case of five qualified bidders, H1 and H2 bidders are to be eliminated.
 - (d) Wherever six or more techno - commercially qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of techno-commercially qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualifying under PPP-MII Order, 2017.
3. Price bids of all techno - commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
4. Start price for RA to be L 1 of e-bid/ sealed envelope price bids.
5. The philosophy followed for Reverse auction shall be English Reverse (No ties). English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term ‘No ties’ is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.
6. BHEL will engage **Service Provider**, who will provide all necessary training and assistance before commencement of on line bidding on internet.
7. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
8. Business rules like event date, time, bid decrement, extension etc., also will be communicated through **Service Provider**. for compliance.
9. Bidders have to fax the Process Compliance form (**Annexure - IV / RA**) before start of Reverse Auction. Without this, the bidder will not be eligible to participate in the event.
10. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL”, for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
11. Reverse auction will be conducted on scheduled date & time.
12. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
13. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup (**Post RA price confirmation and breakup -Annexure VII / RA**) to **Service Provider** within two working days of Auction without fail.

14. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of **Service Provider**, using the Login IDs and passwords given to them by **Service Provider**, before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
15. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped / aborted.
16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

Business Rules for Reverse Auction:

This has reference to tender no. **BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021.**

BHEL shall finalize the Rates for : **“Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”** through Reverse Auction mode. BHEL has made arrangement with **Service Provider**, who shall be BHEL’s authorized service provider for the same. Bidders should go through the guidelines given below and submit acceptance of the same

The technical & commercial terms are as per (a) BHEL Tender Enq. No **BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021.**

(b) Bidder’s technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning:

- I. Price bids of all techno-commercially qualified bidders shall be opened. Start price of RA to be L1 of e-bid/sealed envelope price bids.
- II. **Online Reverse Auction:** The “start price” and “bid decrement value” will be decided by BHEL. BHEL reserves the right to decide the L1 price of paper bid as the start price for RA.
- III. If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- IV. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- V. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- VI. Wherever the evaluation is done on total cost basis, after Reverse Auction, price of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction:

The Reverse Auction is tentatively scheduled on **XX/XX/2021** and the duration will be as below.

Online Reverse Auction: -

*Start Time: **XX:XX Hrs.***

*Close Time: **XX:XX Hrs.***

3. **Auction extension time:** If a bidder places a bid in the last **10 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction’s duration shall get extended automatically for another **10 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last **10 minutes** and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last **10 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints / Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail / fax to **Service Provider**, with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL.
5. **Bidding currency and unit of measurement:** Bidding will be conducted in {*Indian Rupees per Unit*} of the material as per the specifications.

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a bank holiday, then the forex rate as per the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for **90 days** from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder(s) final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company. MSEs and Bidders qualified under PPP-MII, Order 2017 would see their category at all time in their login. Purchase preference, however, is subject to falling within the purchase preference criteria.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial / technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial / technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through **Service Provider**), on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by fax / e-mail / phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause

for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. **Service Provider** is responsible for such eventualities.

- 12. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrement ally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of each lowest proxy bid and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc. from **Service Provider**.
- 14.** **Service Provider**, shall arrange to demonstrate / train the bidder or bidder (s) nominated person(s), without any cost to bidders. **Service Provider**, shall also explain the bidders all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms and conditions / modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
- 15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. **Service Provider** besides BHEL within two working days of Auction without fail.
- 16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com). Bidders' bid will be taken as an offer to execute the work / supplies the item as per Enquiry no: **BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021.**
- 17.** Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not

execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process / tender at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder(s) techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the web site of **Service Provider**, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL or **Service Provider**, (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

Mandate to Service Provider

Ref: BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021.

To,

M/s. **Service Provider**

Sub: Providing of Services for Reverse Auction.

Tender Ref No. **BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021.**

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Start Price: L1 as per the CST (Comparative statement) of the envelope sealed bid shall be marked as L1 automatically by the system at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form. In case the Process Compliance form is not submitted by the L1 bidder, still its price has to be mapped as start price of RA for further bidding in RA. Wherever there are more than one L1 in CST, the start price shall be the L1 price reduced by one decrement and the same shall be accepted by the interested bidder(s) for start of RA process.
- **Completion of Auction Process:** The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per **Annexure – II/RA.**
- The list of bidders with their contact details is given in **Annexure – V/RA.** and the details of the item (s) to be Reverse Auctioned are as per **Annexure – VI / RA..**
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {Service provider}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {Service provider}) shall be submitted within four working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)

Note:

- a) If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

Annexure - IV / RA

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

Service Provider name and address.

Sub: Agreement to the Process related Terms and Conditions.

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the BHEL Tender Ref. No: **BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021**

This letter is to confirm that:

- 1) The undersigned is authorized official / representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per **Annexure – VII/RA** within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. **Service Provider.** }

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

(Sign this document and Fax it to Service Provider, prior to start of the Event.)

Annexure - V / RA

List of bidders and their address / contact person details

Sl. No.	Address	Contact Person
1	Name of bidder - Full postal address - Fax: - Phone: - Email: - Initial bid (sealed envelope price bid) - MSE status - PPP-MII status	Contact person - Name: - Phone: - Email: -
2		
3		



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

Annexure – VI / RA

Details of Item(s) for Reverse Auction

Name of Work: “Maintenance of BHEL Broad Gauge & Gantry Tracks For One Year 2021-22 and 2022-23 in Factory”

Tender Ref. No.: BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021

(Details of items are available in BOQ of Price Bid)



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet -632 406

Post RA Price Confirmation and Breakup

To

Service Provider Name and Address

CC: BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
CIVIL PROJECTS & SERVICES (CP&S)
RANIPET-632 406

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs. {_____ in value & words _____} for item covered under tender enquiry No **BAP:CF:OT:02 / 2021-22 Dt: 23/07/2021.**

Total price of the items covered under above cited enquiries is inclusive of *Goods and Services Tax and other as per NIT.*

Our final landed prices as quoted during the Reverse Auction conducted today { **XX/XX/2021** } which will be valid for a period of 90 (Ninety) days.

The price break-up is as given below.

Total (Grand total including GST)

=====

- Rs. In value & in words

=====

(Details of individual price breakups for each sections of price schedules are attached herewith in BHEL Excel sheet format)

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

CONTACT INFORMATION:

Service Provider	Bharat Heavy Electricals Limited
Contact person Name Company Address Contact No E-mail ID	Civil Projects & Services Department Sri. Samson Peter, SDGM / CP & S BHEL, Ranipet - 632 406 Email : speter@bhel.in Phone : 04172 284632 Cell : 094256 04571 Smt. S M KAVIYA, Dy. Manager / CP & S BHEL, Ranipet - 632 406 Email : smkaviya@bhel.in Phone : 04172 284792 Cell : 094880 52739

GENERAL CONDITIONS OF CONTRACT
FOR
LUMP SUM, ITEM RATE AND PERCENTAGE
CONTRACT



Bharat Heavy Electricals Limited
BOILER AUXILIARIES PLANT
RANIPET

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CHAPTER -1

1. In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the DGM/CP&S to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of DGM/CP&S, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including DGM/CP&S authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any 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 down in the BHEL regulations.
- k) In the case of Lump-sum Contracts 'CONTRACTOR's PERCENTAGE' means the percentage offered by the Contractor as addition / deduction from the cost of building, or other works listed in Schedule "A" to provide a Lump-sum quotation for performance of the contract inclusive of all extra costs, profit, establishment charges, carriage, insurance etc., complete.

- l) In the case of Percentage rate contracts "Contractor's Percentage" shall, if the context so permits mean the uniform percentage tendered by the Contractor and accepted by the Accepting Officer, and the expression '**CONTRACT RATE**' shall likewise mean the rates in the BHEL Schedule of Rate applicable as on date as adjusted by the said Contractor's percentage, if any.
- m. '**EMERGENCY WORKS**' means any urgent measures which in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure which become necessary for security.
- n. '**PROVISIONAL SUM**' or "Provisional Lump-sum" means a Lump-sum included by the BHEL in the tender documents and represents the estimated value of work for which details are not available at the time of inviting the tender.
- o. '**PROVISIONAL ITEMS**' means items for which approximate quantities have been included in the tender documents.
- p. '**DAY WORK**' means an item of work requiring the employment of labour with, or without materials as the case may be which in the opinion of the Engineer-in-charge, is not capable of being evaluated by the accepted methods of measurement or assessment and is paid for on the basis of the actual labour and materials utilized on the particular item of work referred to.
- q. The '**DATE OF CONTRACT**' shall mean the date /dates on which the parties to the contract have signed the contract agreement.
- r. **MAINTENANCE PERIOD / GUARANTEE PERIOD** shall mean the period during which the contractor shall remain liable for satisfactory performance of the work under the contract, repair or replacement of any part of the work performed under the contract.
- s. '**COST**' shall mean and include any liability, expenditure, overhead costs whether on the site or off the site incurred by BHEL.

The contractor shall be deemed to have carefully examined all the documents to his satisfaction. If he shall have no doubt as to the manner of the contract document, he shall obtain the details / clarification from **the Company** before signing the contract.

MANNER OF EXECUTION OF CONTRACT:

The contract shall be deemed to have come into force from the date of Letter of Intent unless otherwise provided in the Letter of Intent. Unless and until the contract agreement is executed, the Letter of Intent read in conjunction with the tender documents will constitute a binding contract.

CHAPTER - II

SCOPE OF CONTRACT

2. Heading to Contract:

The heading to these conditions shall not affect the interpretation thereof.

3. Contract Documents:

The Accepting Officer shall furnish to the Contractor on demand "FREE OF COST" three copies of signed Drawings and one copy of the signed agreement comprising of preamble to agreement, General and Special Specification, Schedule A,B,C & D etc., (but excluding General Conditions of Contract and Drawings) and three copies of all further drawing issued the progress of work.

However, for any additional copies of the agreement or drawings required by the Contractor, the same will be supplied on payment of the specified cost. The Contractor shall keep one copy of all the Drawings and the Specifications on the site and the Engineer-in-Charge or his representative shall be at all reasonable times to have access to them. None of these documents shall be used by the contractor for any purpose other than that of this contract.

3a. Secrecy

The Contractor shall take necessary steps to ensure that all persons employed by them on any work in connection with this contract have noted that the Indian Officials Secret Act 1923 (XIX of 1923) & any Company's guidelines issued from time to time applies to them fully and shall continue so to apply even after the execution of such work under this contract. All classified documents furnished to the contractor shall be returned to the Engineer-in-charge on the completion of works or the earlier determination of the Contract.

4. Works to be carried out

The Contract shall, except as provided under Schedules 'B' and 'C' include all labour materials, tools, plant, equipment, and transport which may be required in preparation for and in the entire execution and full completion of the work. Schedule 'A' shall be deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials, carriage, cartage, lead, hoisting, setting and fixing in position and all other labor necessary for the entire execution and full completion aforesaid. Any error in description or quantity in Schedule 'A' or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract.

The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to prior written approval of the Engineer-in-Charge.

In the case of a discrepancy between schedule 'A' and the specification and / or the Drawings, the Accepting Officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which is in the opinion of the Accepting Officer, whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion of the work, such details shall be provided by the Contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

5. Provisional Items

The full amount of provisional Lump-sums and the value annexed to each provisional item inserted in the Tender Documents shall be deducted from the contract sum and the value of work ordered and executed there under shall be ascertained by measurement of valuation as for deviations.

No work under these items is to be begin without instructions in writing from the Engineer -in-charge.

The extent of quantities or items described as "Provisional" shall not be held to guarantee or limit the amount and description of the work to be executed by the Contractor either in respect of the items concerned or the work as a whole.

No addition or deduction shall be made by the Contractor to the amount of the provisional Lump-sum as included in the tender documents.

6. Deviations

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by not more than percentage set out in the tender documents. The value of all additions and deductions will be added to or, deducted from the contract sum, whenever the Accepting Officer intends to exercise such a right, his intentions shall specify the deviations which are to be made, the lump-sum assessment or the proposed basis of payment, the extra time allowed if any, and the date for completion of the entire contract.

Any objection to the Contractor to any matter concerning the order shall be communicated by him in writing to the Engineer-in-charge within seven days from the date of such order, but under no circumstances shall the work *be* stopped (unless so ordered by the Engineer-in-charge in writing) owing to differences or controversy that may arise from such an objection. In the absence such communication of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein, in the event of the contractor failing to agree with the Engineer-in-charge regarding the terms of the proposed deviation, the objection shall be referred to the Head of Civil Engineering Department whose decision shall be final, conclusive and binding on the contractor.

7. Time

Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time is and shall be **the essence of the contract** and is specified in the tender documents or in each individual Work Order. Time shall continue to be the essence of the contract even in respect of extension(s) that may be granted as per the terms of the Contract.

As soon as possible after the contract is let or any substantial Work Order is placed and before work order is to begin, the Engineer-in-charge and the Contractor shall

Agree to a Time and progress Chart. The Chart shall be prepared in direct relation to the time stated in the tender documents or the Work Order for the completion of the individual items thereof and the contract or order as a whole. It shall indicate the forecast of the dates for the commencement of the various trade processes or sequence of the work and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of the time imposed in the tender, document or order.

In the absence of any specific Time and Progress chart to be agreed to between the Contractor and Engineer-in-charge the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the Tender documents or Order and that the proportion of the work completed up to any time in relation to the entire work to be under the Contract or Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the Tender documents or Order.

The Contractor shall suspend the execution of the work, or any part or parts thereof whenever call upon in writing by the Engineer-in-charge to do so, and shall not resume work thereon until so directed in writing by the Engineer-in-charge. The Contractor will be allowed an extension of time for completion not less than the period of suspension. However, no other claim in this respect for compensation or otherwise, however will be admitted. Provided the cause for suspension is not attributable to any default of the contractor's part to proceed with or fulfill the contractual obligations. This may also be extended to allow for alteration of work made by the deviation order.

8. Stores and Materials

8.1 Materials to be supplied by the Contractor

The Contractor shall at his own cost and expense provide all materials required for the work other than those listed in Schedule-B which are to be supplied by Bharat Heavy Electricals Ltd.

All materials to be provided by the Contractor shall be brand new and in conformity with the specifications laid down in the contract and the Contractor shall if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.

The Contractor shall at his own cost and expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing, inform, the Contractor whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.

The Engineer-in-charge shall have full powers to requires removal of any or all of the materials brought to site by the Contractor which are not brand new and not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the Contractor's expense and risk. The Engineer-in-charge shall have full power to require other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be procured by other means. All costs, charges and expenses which may attend such substitution shall be borne by the contractor. All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the work from any source (excluding materials supplied by BHEL) shall be borne by the Contractor.

The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.

8.2 Materials to be supplied by BHEL

Materials which BHEL are prepared to supply are shown in Schedule-B which also stipulates place of issue and rate(s) to be charged in respect thereof. Soon after acceptance of the tender the Contractor shall agree in writing with the Engineer-in-charge on a phased programme of his requirements with regard to deliver of materials.

In the event of delay in supply of any Stores and materials mentioned in Schedule-B the contractor shall be entitled to reasonable extension of time as provided for under condition-9 but no claim for compensation or damage on any ground whatsoever shall be entertained by BHEL.

For the materials listed in Schedule-B the contractor shall give a reasonable notice in writing of his requirement to the Engineer-in-charge in accordance with the phased programme.

All materials issued to the Contractor by BHEL for incorporation or fixing in the works shall on completion or on foreclosure of the works and before submission of bills, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and / or waste. If the Contractor is required to deliver such materials at a place other than the place less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by BHEL.

The Contractor shall bear the cost of loading, transporting to site, unloading storing under covered area as necessary, assembling and joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work of whatever description as may be required and of dosing preparing, loading and returning empty cases or containers to the place of issue.

If, in the opinion of the Engineer-in-charge (which shall be final and conclusive) any stores supplied by BHEL have either during currency of the work or after completion of the work whilst under the custody, of the contractor, becomes damaged to such an extent that they cannot be usefully utilized, either in the same work or in other works, the Engineer-in-charge shall not accept the stores and will recover the cost at the rates specified in the contract. The contractor shall not be entitled to any claim whatsoever on this account.

The Engineer-in-charge shall have access to the stores where materials issued by BHEL as per schedule -B of the contract is stored to ensure the balance stock of materials on hand after taking into consideration the materials used on the work is as per the issue and usage. If there be any discrepancy, the cost towards the same will be recovered at the **double recovery rate** indicated for the material concerned. This is without prejudice to and in addition to the overall reconciliation of materials to be made at the completion of work.

If on completion of works, the Contractor fails to return surplus materials out of those supplied by BHEL then, in addition to any other liability, which the Contractor would incur, the Engineer-in-charge may, by written notice to the Contractor, request him to pay within a fortnight of receipt of the notice for such un-returned surplus materials given in sub para-4.

The Contractor shall have to build a weather-proof shed for the storage of Cement (required for 15 days' consumption of the work).

8.3 General

Materials required for the works, whether brought by the Contractor or supplied by BHEL shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe custody of materials shall be at the risk, cost and the responsibility of the Contractor.

Officials concerned with contract shall be entitled at any time to inspect and examine any materials intended to be used in or in the works either on the site or at factory or workshop or other places where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

All materials brought to the site shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advance if any, in respect of any such materials is fully recovered the Contractor shall at his own expense forthwith remove from the site all surplus materials out of originally supplied by him and upon such removal the same shall revert in and become the property of the Contractor

Should the Engineer-in-charge consider at any time during the construction or reconstruction prior to the expiry of the MAINTENANCE PERIOD that the stores or materials provided by the Contractor are unsound or of a quality inferior to that contracted for or otherwise not in accordance with Contract (in respect where of the decision of the Engineer-in-charge shall be final and conclusive) the contractor shall on demand in, writing from the Engineer-in-charge specifying the Stores or materials complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the Stores or materials so specified and provide other proper and suitable stores or materials at his own expense, to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid the Engineer-in-charge may replace with others the Stores or materials complained of at the risk and expense in all respects of the Contractor. The liability of the Contractor under this condition shall not extend beyond the maintenance period aforesaid except as regards Stores or materials which the Engineer-in-charge shall have previously given notice to the Contractor to replace.

9. Delay and Extension of Time:

If, in the opinion of Engineer-in-charge the work is delayed:

- i) by reason of abnormally bad weather, OR
- ii) by reason of serious loss or damage by fire OR
- iii) by reason of Civil commotion local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR
- iv) by delay on the part of the agency or tradesman engaged by BHEL in executing work not forming part of this Contract OR

v) by reason of any other cause which in the absolute discretion of the Engineer-in-charge is (when he is the Accepting Officer of the Contract), beyond the Contractor's reasonable control, then in such cases the Accepting Officer, on the recommendation of the Engineer-in-charge or higher authority may make fair and reasonable extension in the completion dates of the individual items of work of the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer-in-charge in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-charge to proceed with the work.

10. Patent Rights

The Contractor shall fully indemnify BHEL or the agent, servant, employee of BHEL against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent of design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the Contractor. In the event of any claim, being made or action brought against BHEL or any agent, or servant or employee of BHEL in respect of the matters aforesaid, the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the **BHEL** but the Contractors shall pay any royalties payable in respect of any such use.

11. Tax & Duties

BHEL will deduct all tax & duties for TDS of GST & IT

12. Royalties

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the Contractor may be allowed to remove from quarries situated on land which is in charge of the BHEL authorities.

13. Plant & Equipment:

The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

14. Assignment or Transfer of Contract

The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

a. Sub-Contract

The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

15. Compliance to Regulations and Bye-Laws

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

CHAPTER -III

PERFORMANCE OF THE CONTRACT

16. Security deposit

- a) The rate of Security Deposit (SD) will be 5% of the contract value.
- b) 50% of the required Security Deposit, including the EMD, shall be collected before start of the work from the Contractor. 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.
- c) The security deposit may be furnished in any one of the following forms:
 - 1) Local cheques of scheduled banks, subject to realization.
 - 2) Pay order / Demand draft / Electronic fund transfer in favour of BHEL,
 - 3) Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 4) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back and lieu marked by the bank in favor of BHEL.
 - 5) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged in favour of BHEL and discharged on the back).

EMD of the successful tenderer can be converted and adjusted against the security deposit.
The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against Serial No.4 & 5 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.)

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

Security Deposit shall not carry any interest.

17. Orders Under the Contract

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

18. Admission to Site

The contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the contractor will not be allowed to extend his operations beyond these areas. The Contractor shall provide if necessary or required at the site, temporary access thereto and shall alter, modify and maintain the same as required from time to time. He shall clear away the access route when no longer required restoring the area to its original condition.

The Engineer-in-Charge shall have power to execute other works (whether or not connected with the work, in the contract agreement) at the site contemporaneously with the execution of the original work and contractor shall give reasonable facilities for this purpose.

BHEL reserves the right of taking over, at any time, any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. No photographs of the site or of the work or any part thereof shall be taken or published or otherwise circulated without the prior approval of the Engineer-in-charge.

No such approval shall however exempt the Contractor from complying with any statutory provision in regard to the taking and publication of such photographs.

BHEL Officials connected with the Contract shall have the right of entry to the site at all times.

Engineer-in-charge shall have the power to exclude from the site any person whose admission there to may, in his opinion is undesirable for any reason whatsoever.

The Contract shall be governed by the security regulations of BHEL including the entry or exit timings as may be in force from time to time. The Contractor should follow these regulations strictly and no claims for any additional payment whatsoever will be entertained in this regard under any circumstances.

19. Contractor's Supervision

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CP&S to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the DGM / Civil Projects & Services or the OFFICER-INCHARGE, to receive instructions.

The DGM/CP&S shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

20. Labour Laws

The Contractor shall remain liable for the payment of all wages and other statutory payments to his employees under the payment of Wages Act 1936, Workmen's Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948 and EPF & Miscellaneous Provisions Act, 1952 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

21. Safety Rules

The Contractor shall comply with all safety rules of BHEL and deploy qualified safety Officer in full time at site works.

22. Water, Power, Compressor Air

The Contractor shall allow in his Tender and provide at his cost all water, power, compressed air required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water etc. for all purposes connected with the work.

In the event of a provision existing in the Tender documents for supply of water, power and compressed air on payment by Bharat Heavy Electricals Limited, the same will be supplied from the BHEL supply system or other sources. at any points fixed by the Engineer-in-charge on the site of work, the contractor shall make necessary arrangement for lifting, pumping, carrying or Conveying the same as required at his own cost. **The levy of charges to be borne by the contractor in such case shall be specifically mentioned in the tender documents.**

In the case of work to be carried at BHEL customer's site, the terms and conditions on the provision of power, water and compressed air will be subjected to BHEL contract with customer and tender conditions.

23. Temporary workshops, Stores Etc.,

The Contract shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops. Offices etc., required for the proper and efficient execution of the work. The planning, and erection of these buildings shall have the approval of the Engineer-in-charge and the Contractor shall at times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer- in -charge.

On completion of the work all such temporary building shall be cleared away and the site restored and left in a dean and tidy condition to the entire satisfaction of the Engineer - in - charge.

24. Tools and Plant on site

All tools, plant and equipment brought to. the site shall not be removed from the site without the prior written approval or the Engineer-in-charge. When the work is finally completed or the contract is determined for reasons other than the default of the contractor he shall, forth with remove from the site all tool plant, equipment etc. (other than those as may have been provided by BHEL)

25. Statements of Hire Charges

A monthly detailed statement of the hire charge incurred in respect of BHEL tools, plant, equipment's etc. shall be given to the Contractor by the Engineer-in-charge.

26. Precautions Against Risks

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

27. Notices and Fees

The Contractor shall give all notices required by any Statutory provision or by the regulations and for bye-laws of any local / or of any same are or will be connected. The contractor shall pay and indemnify BHEL against any statutory fees and charges payable under such Acts, Regulation and / or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

28. Setting out of the works and Protective and Maintaining signals and works

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work, the contractor shall at his own expense set accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras or additions there to and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals on the surface alignment stones, milestones and all similar marks whether put in by BHEL Authorities for the purpose of checking the Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the Contractor who shall at his own expense take all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary be replaced by the Engineer-in-charge at the Contractor's expense and the cost thereof be deducted from any money then or thereafter becoming due to the Contractor

Where requested by the Contractor, the level marks, centre line and chain age pegs corresponding to those shown on the Drawing will be pointed out to the Contractor on the ground but all bench marks or chain age pegs additional to those shown on the Drawing will be set out by BHEL authorities.

29. Site Drainage

All water that may accumulate on the site during the progress of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.

30. Excavation, Relics, etc.

Materials of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed of as Engineer-in-charge directions.

All gold, silver, oil and other minerals of any description and all precious stones coins' treasures, relics, antiquities and other similar items which may be found in or upon the site shall be the property of Bharat Heavy Electrical Limited and the contractors shall duly preserve the same to the satisfaction of the BHEL and shall from time to time deliver the same to such person or persons as the BHEL may appoint to receive the same.

31. Foundations

The Contractor shall not lay any, foundations until the excavations for the same have been examined and approved in writing by the Engineer - in-charge.

32. Covering in work

The Contractor shall give reasonable notice in writing to the Engineer - in-charge whenever any work is to be permanently covered up or concealed, whether by earth or other means so that it can finally be inspected or measured, if necessary. In default of so doing, the Contractor shall if required by the Engineer-in-charge un-cover such work at his own expense.

33. Approval of Works by Stages

All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In default of such notice being received, the Engineer-in-charge shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-charge thereon shall be final conclusive.

34. Execution of the work

The work shall be executed in a workman like manner and to the satisfaction in all respects of the Engineer-in-charge.

The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the works in a "**Work Site Order Book**" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instruction by signing the relevant entries in this book. Such entries will rank as order to notices in writing the intent and meaning of these conditions.

35. Day Work

No 'day – work' shall be performed without the prior written instructions of the Accepting Officer.

The Contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day-work and shall deliver to the Engineer-in-charge within two days of the end of each pay week a return in duplicate giving full detailed accounts of labour and materials for the pay week. One copy of each of these returns, if found correct will be certified by the Engineer-in-charge and returned to the Contractor and must be produced at the time of adjustment of accounts.

An Invoice in duplicate signed by the Contractor or his agent shall be sent with each delivery of materials for day-work and the Contractor will be furnished with receipt signed by the Engineer-in-charge specifying the description, quantities, weight or measurement (as the case may be) of the articles approved, reference will have made in this receipt in the return aforesaid and the Contractor's Bill.

In the case of Lump Sum Contracts, the rates to be charged and the percentage addition for profit and establishment charges etc. will be agreed upon between the Accepting Officer and the Contractor prior to the execution of the work.

36. Inspection of the Work

BHEL Officers concerned with the contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect}. Where of the decision of the Engineer-in-charge shall be final and conclusive the contractor shall, on demand in writing from the Engineer-in-charge specifying the fault not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or removed and reconstruct the work so specified in whole or in part and the case may require at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge whose decision shall be final and binding may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

37. Responsibility for Building

In the event of any building or part of any building being handed over to the Contractor for the execution of work there to under the provisions of the Contract he shall give a written receipt for all fixtures, glass etc., and he shall be required to make good at his own expense all damages resulting from the cause whatsoever while in his charge and on completion of the work to deliver the said building or part thereof in a clean state complete in every particular to the entire satisfaction of the Engineer-in-charge.

38. Insurance

The contractor shall, within one month after the date of acceptance of the contract, insure the work on **"all risks" basis** against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer, from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer-in-charge. The cover shall also include whenever necessary the risks of testing including breakdown or explosion or plant and machinery undergoing testing, trial and commissioning operations. The insurance shall also specifically cover removal of debris cost. The sum Insured shall represent the estimated full value of the contract work inclusive of value of free supply materials by BHEL, transport charges, customs dues, express freight, overtime charges, cost of erection, value of constructional plants and machinery; removal of the debris and excavation of costs. Where the contract includes a maintenance period, the Insurance cover shall specifically include the Contractor's liabilities during the maintenance period. The insurance shall also be extended to cover third party personal injury and property damage for a sum to be specified by BHEL.

If the contractor fails to comply with the terms of this condition, the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance payment to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Engineer-in-charge.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions, after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL's property etc.

39. Damage & Loss to Private Property & Injury to Workmen

The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/CP&S and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

40. Completion:

The works shall have completed to the entire satisfaction of the Engineer - in -charge and in accordance with the Contractor's forecast of Time and progress where operative, and all unused stores and materials, tools, plants equipment, temporary Building and things shall be removed from the site and work cleared of rubbish and all waste materials and leveled up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Schedule date of completion.

The BHEL shall have power to take over from the Contractor from time to time such sections of the Work as have been completed to the satisfaction of the Engineer-in-charge. In such an event, the contractor is not entitled for any extension of time or any other compensation for executing the balance work. In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contracted, that is BHEL to take such action as it deems fit to clear, dispose of such properties, assets or such waste materials and charge the Contractor any expenses Incurred thereon.

The Engineer-in-charge shall certify to the Contractor the date on which the work is completed and the state thereof.

The Engineer-in-charge shall also certify to the Contractor the state of the work at the end of maintenance period, where applicable.

41. Compensation for delay

If the Contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also be applicable to items or groups of items for which separate period of completion has been specified.

For the purpose term "Contract Value" shall be the value at contract rates of the work or ordered,

- | | |
|--|-----------------------|
| a) Completion period (as originally stipulated) not exceeding 6 months | at 1 percent per week |
| b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years | at ½ percent per week |
| c) Completion period (as originally stipulated) exceeding 2 years | at ¼ percent per week |

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the item or group of items of work for which a separate period of completion is given

- | | |
|--|------------|
| a) Completion period (as originally stipulated) not exceeding 6 months | 10 percent |
| b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years | 7½ percent |
| c) Completion period (as originally stipulated) exceeding 2 years | 5 percent |

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the BHEL.

Over run charges: Notwithstanding anything contrary. BHEL shall not be liable over run charges for any reason whatsoever.

42. Laws Governing the Contract

The contract shall be governed by the Indian Laws for time being in force.

43. Cancellation of Contract for Corrupt Acts

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall: -

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
- OR
- b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
- OR
- c) Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

44. Risk Purchase Clause

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by DGM/CP&S or his authorized officials and continues in that state after a reasonable notice from DGM/CP&S or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by DGM/CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/CP&S or the same shall be recovered from the Contractor by other means.

45. Cancellation of Contract for Insolvency Assignment of Transfer of Sub-Letting of Contract

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by DGM/CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/CP&S or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM/CP&S whose decision shall be final and conclusive.

46. Cancellation of Contract in Part or Full for Contractor's Default

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/CP&S or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/Stores which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by DGM/CP&S or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/CP&S whose decision shall be final and conclusive.

47. Termination of Contract on Death of contractor

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

48. Special powers of Determination

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/CP&S shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

He shall be paid at contract rates for the full amount of the executed including such additional works, e, g. clearing of site, etc., as may be rendered necessary by the said foreclosing. ***He shall also be allowed a reasonable payment (as decided by the Accepting office)*** for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the contractor have any claim for compensation on account of any alterations have been made on the original specifications, drawings, designs and instructions, involving any curtailment of the work as original contemplated.

“If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

CHAPTER - IV

VALUATION AND PAYMENT

49. Records and Measurements

All items having a financial value shall be entered in the BHEL Measurement Book (MB) so that a complete record is obtained of all works performed under the contract. Buildings, etc., priced in schedule 'A' as a unit Lump-sum will be entered by number at the unit Lump-sum.

Work carried out for agreed Lump-sum will be described and similarly recorded

Lump-sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL "under the contract"

Work, which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements **shall be taken jointly** by any person duly authorized on the part of the BHEL and-by the contractor.

The engineer -in-charge shall give reasonable notice in writing to the contractor the date of appointment of measurement.

The contractor shall without, extra charge, provide assistance with appliance and other things necessary for-measurement.

The contractor shall bear all the cost of measurements of his work.

Measurements shall be entered in the BHEL measurement book and signed and dated by both parties each day at the site, on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the BHEL, a note to that effect to be made in the BHEL measurement book or against the item or items objected to; and such note shall be signed and dated by both the parties' engaged in taking the measurement.

If as a result of such objection, it becomes necessary to re-measure the work wholly or impart the expense of such measurement shall be borne by the party requiring the measurement.

Measurement to be re-taken provided that a net error is found by this re measurement to amount to less than 5% (Five percent) of the value as-recorded by the first measurement. But where the net errors amount to 5% and over of the said value then the cost is to be borne by the other party. In any case if the net value of errors found exceeded to Rs. 500 the expense or re-measurement is said to be borne by the other party. If the contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case those measurements shall be considered as accepted by the contractor as final. The contractor shall, once in every month submit to the engineer-in-charge with a copy to the Accepting officer details, of his claims for the work done by him up to and including the previous month, which are covered by his contract agreement in any of the following respects.

- a) Deviation from the items and specifications provided in the contract documents.
- b) Extra Items / Items of work,
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which rates have not been settled. He should, in addition furnish a clear certificate to the effect **that** the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of work done up to and including the period under report.

Except where any general to detailed description of the work in quantities expressly shows to contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specification, measurement shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard institution or as per Standard engineering practice,

50. Valuation of Deviations

Rates for deviated items of work will be fixed as follows:

1. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractor's Schedule but is covered by B.H.E.L schedule of Rates the payable for such a fresh item will be derived from B.H.E.L. Schedule by the method of proportion as follows:

a) In the same proportion to the BHEL Schedule of rates as the tendered rate for the nearest analogous item of work in contractor's schedule bears to rate for the particular analogous item of work in BHEL schedule of rates. However in case of nearest analogous item of work in contract schedule forms part of individual chapter of the BHEL schedule of rates the above proportion will be worked out only for such items which are found both in contract schedule and BHEL Schedule of rates as group of items under the chapter.

b) If a single appropriate analogous item of work is not available in both schedule (contractor's and BHEL schedule) then the method of proportion will be applied to the nearest analogous group items available in both the schedule referred to i.e., in the same proportion as the total tendered cost of that particular group of item (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities and BHEL Schedule of Rates.

c) If even an appropriate analogous group of items is not available in contractor's schedule and BHEL Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the schedule and for which orders have been placed on the contractor i. e., in the same proportion as the total cost of all these items of work (the work of the products of the tendered rates and the quantities for which order are placed) bears to the total cost of the same items and quantities all the BHEL schedule of rates.

The selection of analogous items or analogous group of items referred to above shall be done by the Engineer-in-charge. Where the rates for deviated items or new items of work can be derived by the selection of different analogous items or analogous group of items, the lowest of all such derived rates shall be taken as the correct rate.

In the case of the contracts for which the Engineer-in-charge is the Accepting officer all disputes regarding the settlement of rates of deviated or new items or work shall be referred to the Head of Civil Engineering Department whose decision shall be final and conclusive as the case may be.

II. If any work not covered by any of the foregoing is ordered of the contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

51. Reimbursement / Refund on Variation in Price, Materials

If after submission of the tender and / or during the progress of the works, the price of any material (not being a material supplied from the BHEL store in accordance with the conditions of the contract) is increased or decreased by an Act of Legislature (central or state) and / or any notification there under or on account of new duties or levies such as Octroi or on account of increase or decrease in such duties affecting the price of materials required for incorporation in the works and made from materials of which the price has increased or decreased as aforesaid and the contractor has thereupon to pay in respect of such material or item, a price which is higher or lower than the price of that material or item as prevailing immediately before the passing of such act or levying, increasing / decreasing of such duty, then BHEL shall increase in price or the duly reimbursed to the contractor the increase in price at additional or increased duty paid by the contractor and in case of decrease in price the BHEL shall be entitled to a refund of the reduction in the price or the reduction in duty. **This will be applicable only for material, which are directly incorporated on the work**, the contractor shall however indicate the assumption he has made while submitting the tender. However no reimbursement or refund shall be made if the increase / decrease is not more than + 10% of the said price, and if so the reimbursement or refund shall be made only / on the excess over + 10% provided always that any such increase shall not be payable if, in the opinion of the Accepting officer (whose decision shall be final and conclusive) the increase is attributable to the delay in the execution of the contract with the control of the contractor or that any such Increase has become operative after the contracted/ or extended date of completion of the works or items of work in question.

The Contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorized representative of the BHEL and further shall at the request of the Engineer-in-charge furnish for verification such other information as the Engineer-in-charge may require.

The Contractor shall within a reasonable time of his becoming aware of any alteration in the prices of any such materials give notice thereof in writing to the Engineer-in-charge stating that the rate is submitted in pursuance to this condition together with all information relating thereto which he may be in a position to supply.

Except for the variation in prices as aforesaid, the contract price shall remain fixed during the tenure of the contract, unless specifically provided for in the special conditions of the contract.

52. Advance on account

No payment shall be made for work estimated to cost less than Rupees ONE THOUSAND till after the whole of the work shall have been completed and a certificate of completion given by the Competent authority.

In the case of work estimated to cost more than Rupees FIVE THOUSAND the contractor may at intervals of not less than one month or as otherwise provided for in the Contract documents, counting from the date on which order to commence work is given by Engineer-in-charge submit claims on BHEL forms for payment of advances on account of work done and of materials delivered in connection with the Contract.

The Contractor shall be paid in respect of such claims to the extent approved and passed by the Engineer-in-charge subject to a maximum of 90% of the value of the work actually executed to the satisfaction of the Engineer-in-charge. The certificate of the Engineer-in-charge regarding such approval and passing of the sums so payable shall be final and conclusive against the contractor.

Notes:

"After the full amount of Security Deposit is made up through the 10% deduction from On account bills, 100% payment of all subsequent bills may be made to the contractor, subject to statutory deductions

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection there with and are adequately stored and or protected against damage by weather or other, causes, but which have not at the time of payment of the advance been incorporated the work on furnishing a formal **hypothecation deed**. Payment of such advances, however shall be purely at the discretion of the Accepting Officer provided always that payment shall not be made under these periodical certificate in respect of perishable materials like lime, cement, timer, sand, kankar, etc.

Any sums, due from the Contractor on account of Tools and Plant, stores or any other items provided by BHEL shall be deducted from the respective advances. The Engineer-in-charge shall from time to time certify the sums payable to the Contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work or materials it relates are in accordance with the contract. All such intermediate payments shall be regarded as advance against the final payment only and shall not be considered an admission of the performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

Such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the account or otherwise or in any way vary or affect the contract.

53. Final Bill

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL forms, in duplicate.

It shall be accompanied by all abstracts, vouchers, etc, in support there of add shall be prepared in the manner prescribed by the Engineer-in-charge.

No claims will be entertained after the receipt of the final bill.

The Final bill is to be submitted within 90 days of completion of work or within the time period extended by the Officer –In-Charge. No claim of any nature will be entertained thereafter.

The Contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to certification of the final bill by the Engineer-in-charge. Any sums due from the Contractor on account of Tool and Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.

No charge shall be allowed to the Contractor on account of the preparation of the final bill.

54. Submission of Bills by Contractor

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/CP&S separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

55. Payment of Bills

All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by DGM/CP&S.

56. Recovery from Contractor

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

57. Post Technical Audit of Work and Bills

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

58. Refund of Security Deposit

The Security Deposit mentioned in condition 16 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

59. Force Majeure Clause

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the DGM/CP&S subject to prompt notification by the contractor. However, Force Majeure shall not include the following circumstances:

- a. mechanical breakdown of equipments of the Contractor of whatsoever kind not resulting itself from an event of Force Majeure;
- b. Financial distress of Contractor or its subcontractor, lack of funds or the inability of the Contractor to make payments in the manner specified herein;
- c. inclement weather;
- d. any event or circumstance that makes performance by the Contractor merely uneconomic or commercially impracticable including without limitation due to recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;
- e. any act or omission or default on the part of a subcontractor or a vendor that is not itself attributable to an event of Force Majeure (as defined herein); and
- f. the imposition of sanctions by any governmental authority due primarily to the failure of the Contractor to comply with any Applicable Laws.

60. Conciliation

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

Notes:

1.No serving or a retired employee of BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2.Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and the rules as provided at http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme-06-10-18.pdf

("Conciliation Rules").

The Conciliation Rules together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Conciliation Rules to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Conciliation Rules with effect from the date as intimated by BHEL to it.

61. Arbitration

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/CP&S or Accepting Officer 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 the Arbitration by a sole Arbitrator to be appointed by the Unit Head of BHEL Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract.

The place of Arbitration shall be Ranipet. The venue of Arbitration may be at such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

62. Jurisdiction of Court

Subject to the provisions of the contract relating to arbitration, for the purpose of Court proceeding, if any, same shall be in the Court having jurisdiction over Ranipet - 632 406. (Vellore District, Tamilnadu).

63. Signing of Contract

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Goods and Services Tax Act and all other applicable Acts shall be complied with by the Contractor.

Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Without prejudice to any other right of BHEL, BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.

No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL

For every month, the Contractor shall prepare and submit bills in the succeeding the month within one week from the date of certification of quantity by user department.

Any billing related to query, clarification, document requirement, etc., shall be resolved in one go by the Contractor within one week from the date of intimation.

64. Health, Safety & Environment Policy

In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulation and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce / Recycle / Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination / substitution / reduction / control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

Annexure – V

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL

1. The contractor shall employ labour in sufficient numbers to maintain the required date of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer – in – charge.
2. The Contractor shall pay to labour employed by him, wages not less than Minimum wages, as per Tamil Nadu Minimum Wages Act.
3. The Contractor shall in respect of labour employed by him, **comply** with contractor's labour Regulations in regard to all matters provided therein.
4. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.
5. The Contractor shall be liable to his contribution and the employee's contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.
6. The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contract Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made a from his or their wages which are not justified by the terms of the Contract of non-observance of the said Contractor's Labour Regulations.
7. The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
8. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contract Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

9. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.
10. The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
11. The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract labour (Regulation and abolition Act 1970) and the related Tamilnadu Rules.
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages acts 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947.
 - (i) **Payment of Bonus Act** and any other law or modifications to the above or there to the Rules made thereunder from time to time.

12. **REGISTRATION AND LICENSING:**

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment no. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

13. The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories/Assistant Commissioner of Labour as the case may be). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
14. The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
15. Notice of commencement of work to be submitted to ALC / Chennai before start of work in Form (VII).

16. The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy.
17. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
18. The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

WAGES

19. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time (Normally the revision will be with effect from 1st April of every year) for the employment in General Engineering & Fabrication Industry. In addition, the contractor has to pay BHEL Ad-hoc payment to the workers deployed in the work.**

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years' Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2021	7,650 pm	7,950 pm	8,205 pm
Dearness allowance as on 01.04.2021	5,717 pm	5,717 pm	5,717 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	16,567 pm	17,367 pm	18,022 pm

20. **Also the labourers shall be paid a minimum bonus as per the payment of Bonus Act 1965. The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid. The Statutory requirements like PF, ESI & OT will be applicable for BHEL Adhoc amount also. i.e. Wages of Rs. 16,567/ Rs. 17,367 / Rs. 18,022 for USW / SSW / SW respectively.**
21. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
22. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month.
23. All Payments to labours by the Contractor shall be made through bank only.
24. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.

25. Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and work at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form:

- a. Serial Number.
- b. Location.
- c. Period of work.
- d. No. of days worked.
- e. No. of man worked.
- f. Wages paid to workers.

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

26. The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Central Rules thereunder shall be maintained by each contractor.

1. Form A – Employee Register
2. Form B – Wage Register
3. Form C – Register of Loan / Advance / Fine / Damage / Loss.
4. Form D – Register of Attendance.
5. Form E – Register of Leave / Rest / Compensatory off.
6. Employment Card
7. One-month notice of all the contract workmen before completion of work.

27. The Contractor shall display the abstract of the Contract Labour (Regulation & Abolition) Act and the Rules thereunder both in English and Tamil.

28. Annual Return to be submitted through Shram Suvidha Portal.

29. The Contractor shall submit the returns required under the Contract Labour (Regulation & Abolition) Act 1970 periodically to BHEL Management.

30. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

31. No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.

32. The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the way of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen and booked for work Sunday.

33. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.

34.The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

35.The Contract labours shall abide by all the Safety rules inside factory premises.

36.The Contractor shall ensure that his workmen vacate the premises after the shift is over.

37.The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.

38.No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.

39.The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contractor Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

40.Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / workmen's compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.

41.The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from general should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act).

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

42.The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and producer to BHEL such Registration Number / Enrolment Number before executing the contract work.

43.The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employee's contribution pursuance of the above scheme in time. Contributions recovered from employee and contribution made by the contractor may be rounded to the higher multiples of five paise.

44.The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

45.The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided

from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

46.The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.

47.The Contractor shall with seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.

48.Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit, the contractor shall immediately thereafter such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.

49.The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all losses, claims, prosecutions under any law.

50.In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

51 MODEL RULES FOR LABOUR WELFARE

The Contractor shall, at his own expense, comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time, for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost there from the contractor.

52 POLICE VERIFICATION

The Contractor shall obtain police verification of all his contract workers and submit the same to BHEL at the commencement of work. The Contractor shall not deploy any contract worker without such police verification.

ANNEXURE VI: GENERAL SAFETY PRECAUTION TO BE FOLLOWED AT WORK SITE DURING EXECUTION TO BE TAKEN BY THE CONTRACTORS

The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract. The following safety measures should be strictly adhered to during execution of works at sites.

1. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
2. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
3. No material of any kind shall be dropped or allowed to be dropped from any height.
4. Defective ladders shall not be used at all.
5. All excavations must be barricaded and red lamps must be provided.
6. No work should be taken up of execution inside shop floor / factory premises, without obtaining necessary work permit.
7. Providing helmet for high level work
8. All personal protective equipment conforms to standard specification as per the details given in the code of conduct.
9. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.
10. Providing dust or fume respirator in places where dust and fume concentration exist.
11. Providing goggles and welding screens.
12. Providing acid and alkali – proof rubber gloves for handling acid and alkali and chemical which are corrosive.
13. Providing rubber gloves for working on electrical works.
14. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
15. Inflammable materials shall not be stored near places where the sparks are likely to occur.
16. The gas cylinders must be always handled on trolleys or kept tied down when not in use. They should never be rolled as Roller for conveying.
17. Cylinders should not be used without Regulators
18. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each

violation.

19. The working area shall be kept clean and free from all obstructions.
20. Ensuring proper lashing of the components while being transported in vehicles.
21. The vehicles must have side supports or have body to support the materials conveyed.
22. The materials should not to be allowed to extend or overflow the sides of the vehicles.
23. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
24. Driver of the vehicle must possess valid license.
25. Vehicle must not be overloaded beyond the prescribed limits.
26. Red flags and lights for parts projecting from the body of vehicle must be provided.
27. The speed restrictions within the factory premises must be strictly adhered to.
28. The contractor should maintain a register regarding the driver license particulars.
29. The contractor should arrange WORKMEN COMPENSATION / INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
30. All safety precautions are to be taken by the contractor at his cost.
31. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

All Contractors including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

Contractor shall provide thick hat, safety glass with side shield, full face shield, ear plug set, face mask, nose mask, protective & chemical resistant gloves, safety shoe, gum boots, safety belt, rain coat, chemical resistant protective clothing to the workers wherever necessary / as per instruction of Engineer in charge within the quoted rates.

SAFETY CODE

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

1. Before commencing the work, the contractor is required to submit a "SAFETY PLAN" to the authorized BHEL official. The 'safety plan' shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of work. The plan shall take care to satisfy all requirements specified hereunder.

The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the safety plan. The contractor shall abide by BHEL's decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorized officials, to prevent loss to human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials: -

- (i) Safety helmets conforming to IS-2925: 1984.
- (ii) Safety Belts conforming to IS-3521:1983
- (iii) Safety Shoes conforming to IS-1989:1978.
- (iv) Eye and Face protection devices conforming to IS-8520:1977. And IS-8940:1978.
- (v) Hand and body protection devices conforming to

1. IS-2573:1975 (2) IS-6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.

4. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained, before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
5. All the electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out the all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.
6. The contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.
7. The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction sites” issued by the safety department of BHEL and as per the directions of the authorized BHEL official. A copy of the above referred “Code for Fire Safety at Construction sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
8. Where it becomes necessary to provide and/or store Petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.
9. The contractor shall arrange at his cost (wherever not specified), appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.
10. The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agencies. Cost of damages if

any, to life and property arising out of such violation of statutory regulations and BHEL instructions, shall be borne by the contractor.

11. In case of fatal or disabling injury/accident to any person at construction / work sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
12. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
13. In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
14. If the contractor fails to improve the standards of safety in its operation, to the satisfaction of BHEL, after being given a reasonable opportunity to do so and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor, after giving a notice of not less than seven days, indicating the steps that would be taken by BHEL.
15. The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.
16. Before commencing the work, the contractor shall appoint/nominate a responsible office to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
17. If the Safety record of the contractor is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

Tender Document

Tender Notice Ref - BAP:CT:OT:02 / 2021 - 22 Dt: 23/07/2021

**“Maintenance of BHEL Broad Gauge & Gantry Tracks for one year
2021-22 and 2022-23 in Factory”**

Period of Contract: ONE YEAR

Part – II – Price Bid

(Pages 80 – 85 including this cover page – Price bid only)

CIVIL PROJECTS & SERVICES
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406

**BHARAT HEAVY ELECTRICALS LIMITED**

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/21/02

NAME OF WORK : MAINTENENCE OF BHEL BROAD GAUGE & GANTRY TRACKS FOR ONE YEAR 2021-22 AND 2022-23 IN FACTORY

CPWD REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
DATA	01 #	Maintenance of BHEL broad gauge tracks of BHEL siding in factory. The work shall be executed as described in the nature of work. Broad gauge tracks of BHEL siding inside the factory and outside upto the siding 'X' point near highway level crossing including points and crossings, switch servicing by cleaning, lubricating the contact surfaces, entire length should be perfectly maintained once in four months ensuring perfect alignment and straightness.	12100.000	RM	76.00	919600.00
DATA	02 #	Maintenance of gantry tracks of shipping , RMS yards in factory and new RMS yard (S4). The work shall be executed as described in the nature of work. Gantry tracks of shipping, RMS yards and new RMS yard (S4) (both parallel rails) entire track length should be perfectly maintained once in 15 days ensuring perfect alignment and straightness including concrete embedded portions.	33120.000	RM	76.00	2517120.00

Escalation is not applicable for this Item Sl. No.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

**BHARAT HEAVY ELECTRICALS LIMITED**

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/21/02

NAME OF WORK : MAINTENANCE OF BHEL BROAD GAUGE & GANTRY TRACKS FOR ONE YEAR 2021-22 AND 2022-23
IN FACTORY

TOTAL ESTIMATED VALUE BEFORE ESCALATION		3436720.00
**ESCALATION @		%
		0.00
TOTAL ESTIMATED VALUE (A)		3436720.00
CONTRACTOR TENDER PERCENTAGE @	ABOVE ☐	
	BELOW ☐	
	AT PAR ☐	% (B)
(Percentage in words	)	
SUB TOTAL	☐ if above (A) + (B)	(C)
	☐ if below (A) - (B)	(C)
	☐ if at par (A)	(C)
	☐ *GST @	% (D)
GST HEAD :		
☐ TOTAL VALUE OF WORK	[(C) + (D)]	(E)
(Rupees in words		)

NOTE :

- 1) Tick whichever is applicable. In case of omission in Ticking, figures indicated in the amount column will be considered.
- 2) Boxes 1,2,3 any one box is to be ticked as per quote. Boxes 4,5,6 any one box is to be filled in with appropriate figures. Box 8 value is equal to Box 4 or 5 or 6 plus box 7.
- 3) Free Issue of Material by BHEL is Rs. **0.00** /-
- **4) Escalation not included for item sl no. marked with # symbol.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/21/02

NAME OF WORK : MAINTENANCE OF BHEL BROAD GAUGE & GANTRY TRACKS FOR ONE YEAR 2021-22 AND 2022-23 IN FACTORY

SPECIAL CONDITION

- 1 The tenderer shall quote a percentage above or below or at par, the rates shown in the Bill of Quantities based on CPWD DSR 2018 / TN minimum wages. The percentage quoted shall be clearly written both in words and figures. The contractor should accustom with CPWD DSR & Specifications before quoting. The quoted percentage will apply to the individual items uniformly.
- 2 **WAGES:** The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time. The Minimum Wages Act of Tamil Nadu Government shall be followed and the minimum wages have to be paid to the labourers accordingly. The statutory requirements like PF & ESI will be applicable for the minimum wages. Bonus amount will be as per Bonus Act.
- 3 The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same.
- 4 The minimum labourers to be engaged for this work is 12 Nos U.S.W and 1 no of SW through out the contract period for item Nos 1 & 2 respectively.
- 5 The contractor has to Remove and replace wherever required the track materials, rails, bolts ,nuts and other fasteners etc. complete. The materials thus removed shall be stacked properly at the locations indicated by the Engineer-in-charge. The rate includes cost of labour, loading, leading, unloading at site of work, fixing in position and alignment etc. complete. Removing the metal/murram ballast around the sleepers and replacing the existing unserviceable sleepers from the gantry/BG track and relaying with the following in the same place duly fixing the sleepers with the rail with its fittings and packing the sleeper with metal/murram ballast to its original level and alignment. The work shall be done substituting with wooden/RCC/CST-9 sleepers. Carrying from stacks with in 1KM lead and spreading metal 20mm/40mm size or gravel (murram) at any section of the gantry track/BG track as per the instructions of Engineer-in-charge.
- 6 **"Tool & Tackles**
The required tools & plants will be arranged by the contractor at his own cost. (i.e. the cost of tools & tackles to be supplied shall be included within the quoted rates)
 a. Crow bar - 5 Nos throughout contract period
 b. Spade - 12 Nos throughout contract period
 c. Kalai Vetti - 12 Nos throughout contract period
 d. Small Knife - 12 Nos throughout contract period
 e. Vettu Arivall - 6 Nos throughout contract period
 f. Pick Axe - 12 Nos throughout contract period for packing of Jelly and rail
 g. Hacksaw big size - 2 Nos throughout contract period
 g. Mortar Bond - 12 Nos throughout contract period
- 7 Items of work other than those mentioned in Bill of Quantities will have to be carried out at the rates to be fixed by this organisation .The same offered percentage will be applicable with reference to CPWD DSR and data items.
- 8 Safety precautions should be taken while doing the work. You will have to follow all safety requirements to carry out the work inside the factory premises.
- 9 **CONTRACT CONDITIONS ON TAXES & DUTIES**

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/21/02

NAME OF WORK : MAINTENANCE OF BHEL BROAD GAUGE & GANTRY TRACKS FOR ONE YEAR 2021-22 AND 2022-23 IN FACTORY

- 10 a. The Tenderer shall have been Registered under GST regulations if applicable and provide a copy of such registration to BHEL as part of the tender document. In case of fresh registration/amendment thereon, the same shall be carried out before start of the work. PAN no shall be submitted as part the tender document. (copy to be enclosed)
- 11 b. GST shall be paid by the service provider namely the Tenderer.
- 12 c. Required Tax Invoice as per the existing provisions to be issued in required parts duly signed by the Competent/Authorized Official of the Contractor to BHEL
- 13 d. If due to deficiency in the document submitted, BHEL could not avail GST Credit, the credit amount will be recovered from the amount due to the Tenderer .
- 14 e. If payment of statutory dues are not made in accordance with the applicable provisions of the relevant Act within the time specified and Penalty, Interest etc paid/payable by the Contractor, the same shall not be reimbursed by BHEL and the entire implication is only to be born by the Contractor. The Tenderer shall clearly indicate the rate of applicable taxes and duties for the work to be executed.
- 15 f. The Tenderer shall indicate all exemptions on account of thrushold limits or special notification under any stature. Any modification theron shall also be intimated immediately on changes.
- 16 g. The quote submitted shall include all taxes and duties of whatsoever in nature but exclusive of GST which shall be quoted separately if applicable. The existing rate shall be quoted clearly. After tender opening addition of any tax & duty is not admissible.
- 17 h. If any composition scheme is to be availed by the Tenderer, the all relevant terms and conditions shall be indicated clearly in the offer. The required compliance under relevant statue shall be carried out.
- 18 J1. Whether Servicable Turnover has crossed the GST Threshold Limit as per GST Rules for the tenderer. YES NO
Remarks
- 19 J2.Registered with GST authorities YES NO
- 20 J3.If yes copy of GST Regn. Is enclosed YES NO
- 21 J4.GST Registration No.
- 22 J5.Under which Service Head(s):
- 23 J6.GST @ % is applicable as extra for this tender.
- 24 J9.The Toal Value of Work (A+B+C) quoted is in the Tender is Inclusive of GST . (Must be quoted both in figures and words)
- 25 J10.Tenderer has their own PF registration YES NO
- 26 J11.Tenderer has their own ESI registration YES NO

CONTRACTOR/ TENDERER

ACCEPTING OFFICER



BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/21/02

NAME OF WORK : MAINTENANCE OF BHEL BROAD GAUGE & GANTRY TRACKS FOR ONE YEAR 2021-22 AND 2022-23 IN FACTORY

- 27 J12.PAN No. of the Tenderer
- 28 Power and water for all works will provided by BHEL from the nearest tapping point at the rate of 0.50% for power and 1.00% for water of the total executed value.
- 29 Once the work is completed the contractor should remove all the unwanted materials from the site time to time and it should be disposed off as per the instructions of Engineer-in-charge without any further delay.
- 30 All works shall be carried out as per standard specifications and instructions of Engineer-in-charge.
- 31 All materials, colour, shade,brand, etc. shall be got approved from the Engineer-in-charge before the start of the work and shall confirm to the latest IS/IRC specifications..
- 32 The contractor have to follow all statutory requirements like minimum wages , PF ,ESI etc.,through out the contract period.
- 33 The General conditions of contract in force shall apply to this contract.
- 34 The contractor is required to engage a Supervisor (minimum qualification of DCE - Civil) through out the contract period. (i.e. the wage of supervisor shall be included within the quoted rates)
- 35 "Tenderers are requested to visit the site and verify themselves about the actual site conditions to know about the site facilities, distances and assess the site condition before quoting for the job. No compensation for not acquainting themselves with the actual site conditions will be entertained at the later stage.
- 36 "Supply of labour safety protection material.
The required labour safety protection material will be arranged by the contractor at his own cost. (i.e. the cost of the following items to be supplied within the quoted rates)
 - a. Rain shoe = 1 Pair / Head / Years
 - b. Carbolic soap = 12 Nos / Head / Year
 - c. Muruku Towel = 2 Nos / Head / Year
 - d. Panama Cap = 2 Nos / Head / Year
 - e. Umbrella = 1 No / Head / Year
 - f. Safety Shoe = 1 Pair / Head / Year
 - g. Leather Hand Gloves = 2 Pairs / Head / Year
 - h . Cycle = 2 No on pooling basis for movement of personnel through out the contract period.
 - i. Uniform = 2 set / head / year.
 - j. Sweater = 1 no/person/year.
 - k. Reflective safety vest = 1 no/person/year.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER