



## **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

**INDUSTRIAL VALVES PLANT, GOINDWAL**

**Distt. Tarn-Taran, Punjab**

***TENDER FOR Boring & Sinking by boring system of 1 no. deep tube well and Installation of casing pipes, submersible pumping set including all Mechanical And Electrical accessories, fittings etc. for BHEL IVP, GOINDWAL ,PUNJAB.***

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**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
INDUSTRIAL VALVES PLANT, GOINDWAL  
433- Industrial complex, Goindwal sahib  
Distt. Tarn-Taran, Punjab  
PIN 143422,  
FAX: 01859-222061,  
Telephone: 01859-222014  
01859-224621**

**SECTION - I****NOTICE INVITING TENDER****Tender Enquiry No:**

1. Sealed offers in two parts are invited from reputed and experienced bidders (meeting PRE QUALIFYING CRITERIA as mentioned in Annexure-I) for the subject job as per the tender document detailed below. Following points relevant to the tender may please be noted and complied with.

<b>Nature of work</b>	<b>Earnest money deposit (Rs)</b>	<b>Issue of Tender Documents</b>	<b>Tender submission date &amp; time</b>	<b>Tender opening date &amp; time</b>
Boring & Sinking by boring system of 1 no. deep tube well and Installation of casing pipes, submersible pumping set including all Mechanical And Electrical accessories, fittings etc.	NIL	14/02/2011	08/03/2011 15:00 hrs	08/03/2011 16 : hrs

**2. Address for Purchase, submission & opening of Tender**

A) *Submission and opening of tender:*

*OFFICE OF HEAD OF DEPARTMENT CIVIL & HR*

*Sh. Tajinder Singh,*

*DGM, HR & Civil*

*BHEL, IVP, Goindwal*

*433 – Industrial Complex,*

*Goindwal Sahib, Distt. Tarn –Taran, Punjab*

*PIN- 143422: email: [ts@ivp.bhel.in](mailto:ts@ivp.bhel.in), telephone: 01859 -224621*

INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD IT FROM WEB SITES  
ALSO [http://www.bhel.com/tender/list\\_tender.php](http://www.bhel.com/tender/list_tender.php)

3. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.

4. The offer is to be submitted in a sealed envelope properly marked .The tender shall be submitted in two parts. The first part shall consist of the techno commercial Bid and marked on top of the envelope as “Part I -Techno-commercial Bid” along with tender enquiry no. and due date. The second part shall be the price Bid and marked on top of the envelope as “Part II - Price Bid” along with tender enquiry no and due date. Each part shall be in a separate sealed envelope. Both the parts shall then be put in a bigger sealed envelope. The tender enquiry no. & due date of opening must be clearly mentioned on top of the envelope.

8. Part I of the bid will be opened first and scrutinized. Successful bidders in techno commercial Bid Part – I will only be considered for opening of Price Schedule i.e. Part – II. Date of opening of Price Bid will be intimated separately to the Tenderer who qualify in the Techno-Commercial bid.

9. Offers should be strictly in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.

10. Only Tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per Annexure 1 of this NIT will not be considered.

11. Tenderers are advised to go through the project scope of work, site location etc and get them fully acquainted with the work place and prevailing working conditions before submitting the Offer.

12. No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.

13.0 The offers shall be sent as per following details in separate sealed envelopes to BHEL, IVP, and GOINDWAL as per address given on cover page.  
See Table below.

**PART 1: TECHNO-COMMERCIAL BID**

SI No.	Description	No of copy
1a	Offer forwarding/ covering letter.	Original
1b	Duly filled-in 'No deviation certificate' as per prescribed format (Annexure-II of section I) to be placed after document under sl no 1.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no 1.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained	Original & 1 copy
1c	Techno-commercial offer enclosing supporting document/ annexure/ schedules/ drawing etc as required in line with pre-qualification criteria/ prescribed format. <b>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by client shall distinctly bear the name of organization, contact phone no or FAX no.etc. of issuing authority.</b>	Original & 1 copy
1d	Duly filled-in annexure IV,VI, in required formats etc of SECTION I and credentials of the bidder as required vide annexure - I	Original & 1 copy
1e	All volumes of tender document pertinent for the subject job along with this NIT together with subsequent changes to tender in the form of TCN, correspondences etc, signed & stamped on all pages.	Original
1f	BOQ cum Schedule of rates/Price Schedule in absolute value- <b>un-priced</b> but mentioning only <b>quoted /unquoted</b> against each item of schedule.	Original
1g	Any other details preferred by bidder with proper indexing.	Original

**PART 2: PRICE BID**

SI No.	Description	No of copy
2a	Offer forwarding/ covering letter(as referred in 1a)	1 copy
2b	Duly filled-in BOQ-cum-price schedule in absolute value (SECTION V) together with signed preamble in separate sealed envelope.	Original

All aforesaid covers in sealed condition shall be enclosed in one main cover. This cover shall be super-scribed with Cover no, Details of enclosed covers, Name of the job, tender doc no. & due date of submission.

13.1 Offer & documents submitted with the offer by Tenderer shall be signed & stamped

Original in each page by authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

13.2 All documents/ annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

13.3 Price bid shall be furnished in the format (SECTION V) enclosed with the tender. Any additional copy, if required, may be taken by photo-copying from the tender document given.

14. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted up to one week before the tender due date. For any clarification on the tender document, you may seek the same in writing (2 copies) together with soft version (thru e-mail) as per enclosed format -Annexure –III of this NIT, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay. Any clarification / query received after pre bid conference date shall not be entertained.

15. The Tenderer are required to quote for the complete scope of work with rates for all the items & no column should be left blank. Tenders for part of the work or incomplete in any respect are liable to be rejected. Tenders shall certify in the Techno- commercial bid that rates for all the items have been quoted.

16. Order will be placed on a single bidder for the complete scope of work.

17. Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the Contractor.

18. All documents submitted by the Tenderer in his offer shall be accompanied with a covering letter giving index interlinking all the documents.

19. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid .

20. BHEL reserves the right to reject the tender from any bidder on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job of BHEL in last five years, or if the bidder has been kept under hold/ blacklisted by BHEL.

21. Validity of the offer shall be for **six months** from the due date of latest price offer submission (including Extension, if any).

22. Tender received after the specified time of submission shall not be considered in any circumstances.

23. The court of the place from where the work order is to be issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the work order.

Thanking You,

**ANNEXE 1 OF SECTION 1**

**Pre-qualifying requirements for bidders to quote for boring & sinking by boring system of 01 no, deep tube well and installation of casing pipes, submersible pumping set including all mechanical and electrical accessories, fittings etc. for BHEL, IVP, Goindwal ,Punjab**

- 1) Bidder should have executed at least one successful bore well job during last 05 years ending on last date of bid submission, whose value should not be less than Rs. 2.0 lakhs including cost of all material.
  
- 2) Bidder should be enlisted with government bodies/ PSU for similar Nature of work.
  
- 3) Bidder should have valid pan.

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**ANNEXURE – II OF SECTION 1**

**FORMAT FOR NO DEVIATION CERTIFICATE  
(To be submitted in the bidder's letter head)**

**TO**

**BHARAT HEAVY ELECTRICALS LIMITED,  
INDUSTRIAL VALVES PLANT  
GOINDWAL SAHIB**

Sub: No Deviation Certificate.

Job Boring & Sinking by boring system of 1 no. deep tube well and Installation of casing pipes, submersible pumping set including all Mechanical And Electrical accessories, fittings etc. for BHEL IVP, GOINDWAL

**Ref 01:** Tender no. ....  
02 BHEL's NIT vide reference no .....  
03 Other references (if any).....

**Dear Sirs,**

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses. We hereby convey our unqualified acceptance to the terms and conditions with all the provision as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in above references and we hereby convey our unqualified acceptance to all terms and conditions & compliance to technical specification as stipulated in tender together with amendment/ changes till date and other references covered above. In the event of observance of any deviation in any part of our offer at a later date, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized Representative of the bidder)

## ANNEXURE – III OF SECTION 1

**FORMAT FOR SEEKING CLARIFICATION**

**JOB** Boring & Sinking by boring system of 1 no. deep tube well and Installation of casing pipes, submersible pumping set including all Mechanical And Electrical accessories, fittings etc. for BHEL IVP,GOINDWAL , PUNJAB

Ref :

Sl. No	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

.....

## ANNEXURE IV OF SECTION 1

## CREDENTIAL DOCUMENTS TO BE FURNISHED BY BIDDER

S/N	DOCUMENTS REQUIRED	STATUS ATTACHED
1	Name and complete address including phone no /fax/telex./e-mail (attach 1 sheet for above )	
2	Type of firm (whether proprietorship/partnership/ private limited/public limited etc) Clearly indicate above in sheet attached for S/n 1	
3	Documentary evidence in support of above Attach all documents for S/n 2	
4	Details of similar nature of Tube well boring and installation jobs executed during last Five years from due date of Tender submission with BHEL and / or with others (see annexure V for format )	
5	Documentary evidence in support of above S/n 4 (Work orders, completion certificates, etc)	
6	Details of similar nature of Tube well boring and installation jobs presently under execution with BHEL and/ or With Others (See annexure V for format)	
7	Documentary evidence in support of above S/n 6 (Work orders, completion certificates, etc)	
8	Details of tools and plants including Hydraulic crane, tractor-trailor, etc, owned by the bidder and available for deployment for the subject job . Attach separate sheet 2 for above S/n 8	
9	Documentary evidence towards above S/n 8	
10	Proposed deployment plan of man power and machine for subject job (PI attaches separate sheet no. 3 for above with clearly mention of your plan to complete above Job.)	
11	Organization structure of the firm and Bio-data of the key personnel. PI attach separate sheet No. 4 for above with clearly mention	
12	PAN CARD COPY	
13	Copy of certificate of your Enlistment/ Registration with any Government/PSU/Government bodies for similar nature of work	

**ANNEXURE – V OF SECTION 1**

ANALYSIS OF SIMILAR nature of Tube well Installation JOBS EXECUTED in past or in PROGRESS Presently.

S I N	Agenc y by whom Awar ded	Locatio n Of project	Capacit y and unit no	Scop e of work	Date of awar d	Cont r act valu e in Rs. Lacs	%age work complete & due date for compln	Date of Comple tion if job is already over	Details of man power and Major T&Ps deploye d

**ANNEXURE – VI OF SECTION 1**

**DECLARATION SHEET**

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the project site, namely, \_\_\_\_\_ site, under specification BHEL: IVP: CIVIL/2010-11 ..... issued by BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT,GOINDWAL , and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

I/ We have carefully perused this TENDER documents connected with the above specification and agree to abide by the same.

1. Section I, II, III, IV, V of tender specification.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL’s website ([www.bhel.com](http://www.bhel.com) ) and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri \_\_\_\_\_ is authorized to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I/We, further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the annexure enclosed thereto.

Date : .....

Tenderer:.....

Place:.....

Address:.....

Witnesses with their addresses

Signature Name Address

- 1.
- 2.
- 3.

Authorized representative's signature with name and address.

## **SECTION - II**

### **GENERAL TERMS AND CONDITIONS**

#### **01.0 DEFINITION OF TERMS**

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

1.1 The Owner or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns; acting through its

Industrial Valves Plant, or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.

1.2 The '**Tenderer**' shall mean the Firm/Company/Organization, which quotes against the Tender Enquiry issued by the BHEL. It may also be referred as '**Bidder**'.

1.3 The '**Contractor**' shall mean the individual, firm or company whose Offer is accepted by BHEL and enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

1.4 The '**Contract**' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement. It may also be referred as '**Contract Document**'.

1.5 The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorized and appointed and notified in writing by purchaser to act as engineer. In

cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorized representative. It may also be referred to as **Engineer –in –Charge**.

1.6 The **'Inspector'** shall mean for the time being or such other person as may be duly authorized and appointed in writing by BHEL to act as Inspector for the purpose of Contract.

1.8 The **'Equipment'** shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.

1.9 The **'Work'** shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of BHEL. It may also be referred as **'CONTRACT WORK'**.

1.10 The **'Tender Document'** shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof.. It may also be referred as **'Tender Specification'**

1.11 The **'Offer'** shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as **'Bid'**.

1.12 **'Acceptance of offer'** shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.

1.13 The **'Letter Of Intent'** shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

1.14 The **'Site'** shall mean the site of the proposed work at BHEL Property at Goindwal.

1.15 The '**General Manager**' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.

1.16 The '**Completion Time**' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.

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

1.18 The '**Commissioning**' shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for use.

1.19 The '**Approved**', '**Directed**' Or '**Instructed**' shall mean approved, directed or instructed by BHEL.

1.20 '**Contract Engineer**' shall mean the official who has signed the Order/Contract on behalf of the Purchaser.

1.21 '**Months**' shall mean calendar months.

1.22 '**Days**' shall mean calendar days.

1.23 '**Writing**' shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be. The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

## **2.0.0 TWO PART BIDS:**

2.1 Bidders shall submit the offer in two inner envelopes (covers) and one outer envelope (cover) as indicated below.

**Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with price formats (without prices). This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

**Envelope II:** This sealed envelope should contain only **price formats with prices**. This envelope should be clearly marked “**Part II - Price bid**”, indicating Tender No., Due Date and Address & Reference of the Bidder.

All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.

## **2.2 Part I – Technical and Commercial Bid**

This part shall include / indicate the following:

- Complete scope of services with all technical details and other technical and commercial terms and conditions as per NIT.
- Confirmation of the Technical and Commercial Specification. Offers received without confirmation to our specification will be rejected.
- List of customers to whom similar services have been supplied along with performance certificates.
- A copy of “Un-Priced Part II” i.e., a copy of the Price Bid **without the price details**.

## **2.3 Part II (PRICE- BID)**

This part should contain the schedule of price particulars co-related to the Bill of Quantities.

### **3.0.0 OPENING & EVALUATION OF OFFERS AND AWARD OF WORK**

3.1 Authorized officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorized representative who may be present.

3.2 The Part I - Technical & commercial bid alone would be opened first on the Tender opening date.

3.3 The Part II - Price bid of only those Bidders who have been found to be techno commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.

3.4 Clarifications if any required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.

3.5 Unsolicited price bids shall not be entertained.

3.6 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of his tender.

3.7 Evaluation of offers shall be on the basis of Total cost at Site i.e. total cost to BHEL.

3.8 Deviations (Commercial as well as Technical) from the Tender Specifications are not acceptable.

3.9 BHEL reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.

3.10 The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.

3.11 The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.

### **3.12 Security Deposit**

Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.

3.12.1 The amount of Security Deposit shall be as follows:

a) In the case of work upto ten lakhs 10%

3.12.2 The Security deposit may be deposited in any of the following form:

3.12.3 The total Security Deposit as indicated in the letter of intent can be paid in cash (as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favor of Bharat Heavy Electricals Limited payable at Goindwal BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB payable at Goindwal Sahib only. within the time limit stipulated in the letter of intent.

3.12.4 Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded after completion of order(s) against this tender.

## **4.0.0 PRICES AND TERMS OF PAYMENT**

4.1 Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of Bid validity and execution of the Contract. A Bid submitted with an adjustable price will be treated as non-responsive and rejected.

4.2 Terms of payment shall be as given in Special Conditions of Contract.

4.3 All payments will be released after deduction of taxes as per the rules in force and Tax Deduction at Source (TDS) certificate will be issued by BHEL as applicable.

### **5.0.0 COMMENCEMENT AND COMPLETION OF WORK**

5.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent.

5.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

5.4 The transported equipment erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over by BHEL in part or in full when it has been completed in all respects and/or satisfactorily put into operation at site. However, the work under the Contract shall be considered as completed only when the full scope of work is taken over by BHEL.

### **6.0.0 MEASUREMENT OF WORK AND MODE OF PAYMENT**

6.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.

6.2 For bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

6.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book** and signed by both the parties.

6.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.

6.5 All recoveries due from the contractor for the month / period shall be affected in full from corresponding bills unless specific approval from competent authority is obtained to the contrary.

6.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

6.7 Measurement shall be taken jointly by persons duly authorized by BHEL and the Contractor.

6.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.

6.9 If, at any time due to any reason whatsoever, it becomes necessary to re measure the work done, in full or in part, the expenses towards such re measurement shall be borne by the Contractor.

6.10 Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.

6.11.1 **Final measurement bill** shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill only the guarantee obligation percentage value shall remain unpaid. this shall be released after completion of guarantee period if any.

### **7.0.0 RIGHTS OF BHEL**

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

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

7.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments or in case BHEL decides to advance the completion due to other emergent reasons.

7.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/ penalty in the event of:

- (a) Contractor's continued poor progress.
- (b) Withdrawal from or abandonment of the work before completion of the work.
- (c) Corrupt act of the contractor.
- (d) Insolvency of the contractor.
- (e) Persistent disregard of the instructions of BHEL.
- (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- (g) Non-fulfillment of any contractual obligations.

7.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.

7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy penalty for delay in completion of work.

7.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.

7.7 To affect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.

7.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

7.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.

7.10 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.

7.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

#### **8.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

8.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

8.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labor for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.

8.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract

Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the

Government during the tenure of the Contract and having force or jurisdiction at site.

The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

8.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.

8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.

8.6 While BHEL will pay the inspection fees of the government statutory Inspectorate, all other arrangements for the periodical visits of such Inspectors to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with observed discrepancies by these govt. inspectors and performing any requisite qualification tests.

8.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.

8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

8.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.

8.11 All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

8.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.

8.13 The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.

8.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

8.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.

8.16 The contractor shall execute the work under the conditions usual to such plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.

8.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

8.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

8.20 **No idle labour charges** will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.

8.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL.

8.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.

8.23 The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

8.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

8.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

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

### **9.0.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

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

9.2 The contractor shall provide to its work force and ensure the use of the personal protective equipment as found necessary and as directed by the authorized BHEL officials.

9.3 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.

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

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

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

9.7 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.

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

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

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

9.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the

contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

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

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

9.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

9.15 The contractor shall be responsible for the safe storage of his radioactive sources.

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

9.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.

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

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

9.20 All prescribed forms of BHEL pertaining to HSE requirements shall be duly filled and submitted by the contractor periodically or otherwise as per the requirement of the engineer-in-charge.

9.21 Necessary precautions and arrangements including sprinkling of water during work as acceptable to BHEL for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained on this account and the contractor's rates shall be deemed to have taken this into account.

#### **10.0 CONSEQUENCES OF CANCELLATION**

10.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 07, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

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

#### **11.0 INSURANCE**

11.1 BHEL shall arrange for insuring the materials / property of BHEL covering the risks during transit, storage, erection and commissioning. The Contractor has to arrange on his own insurance pertaining to their scope of work for all workers and to arrange for accident risk policy/ workmen compensation policy, materials like Cement, Reinforcement steel and other bought out items and other valuable building materials during it's transport, storage, till it goes to the permanent work, their all T & Ps and, IMTEs and fixed assets which they may acquire and deploy at site. Proper insurance cover against any eventuality such as earthquakes, floods and other calamities has to be taken by the contractor for constructed and completed structures at site till these are handed over to BHEL.

11.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL in the Project Area which are in force from time to time will be followed by the contractor.

11.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occur to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

11.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.

11.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment owned by BHEL is damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall

however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.

11.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.

11.7 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

## **12.0 COMPLETION SCHEDULE AND PENALTY FOR DELAY**

12.1 The Contractor shall complete the work as per the time frame given in the Letter of Intent.

12.2 Failure to complete the work in time as per the time frame specified will make the Contractor liable to an unconditional penalty as specified in Special Conditions of Contract.

## **13.0.0 STRIKES AND LOCKOUTS**

13.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.

13.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

## **14.0 FORCE MAJEURE**

14.1 The following shall amount to Force Majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood,

Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

14.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force Majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

**15.0 GUARANTEE:** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period as specified in the Special Conditions of Contract and shall rectify, free of cost to BHEL, all defects arising out of faulty erection/ construction during the guarantee period. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

**16.0 CONTRACT LAW, NOTICE AND ARBITRATION:**

16.01 The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary civil jurisdiction over site shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

16.02 The Contractor shall furnish to the Engineer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

16.03 All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either

party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

#### **17.0 CONTRACTOR'S SITE OFFICE**

17.1 The Contractor shall establish an office at Site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the Engineer or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

#### **18.0 CONTRACTOR'S SUPERVISION**

18.1 The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by the Engineer to act in his stead.

18.2 The Contractor shall employ an Competent Engineer/ Agent having post qualification experience of executing nature of work similar to Contract work.

18.3 The employment of an Engineer / Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognized technical qualification and is in the

opinion of the Engineer capable of receiving instructions of the Engineer and of executing the work to the satisfaction of the Engineer.

18.4 If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the Engineer shall have full powers to suspend the execution of work and stop payment of any money that may have become due until such date as a suitable Engineer / Agent is appointed and the Contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him.

18.5 Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself.

18.6 The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the Engineer may consider necessary.

18.7 The Contractor or his accredited Agent shall attend, when required and without making any claim for doing so, either the office of the Engineer or the work site to receive instructions.

18.8 The BHEL Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any Agent, servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

#### **19.0 SUPERVISORY STAFF AND WORKMEN**

19.1 The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under this specification. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with removes him.

19.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL / other agency.

19.3 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., and effecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel / contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

19.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings /documents / instructions given by BHEL Engineer from time to time.

19.5 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL. The contractor's finally accepted rates shall include all these contingencies.

19.6 During the course of construction, if the progress is found unsatisfactory, or in the opinion of BHEL, if it is found that the skilled workmen like welder, fitters, technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and recover from the contractor's bills.

19.7 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision will be final) from any money due to the contractor.

19.8 Manpower deployment plan to be submitted as per format is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan(including those which are not covered in the plan submitted) without any compensation on this account.

19.9 The Contractor shall ensure deposit of provident funds and get necessary ESI of their deployed workmen, employees at site and produce documents to BHEL in respect of these as desired by BHEL from time to time.

## **20.0 TOOLS AND PLANTS / IMTEs**

20.1 All T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. Indicative lists of T&Ps and IMTEs to be arranged by the contractor are given **as per Annexure in Special Conditions of Contract**. In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.

20.2 All distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water / electrical connections etc. shall have to be arranged by the contractor at his own cost.

20.3 In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.

20.4 The contractor shall arrange at his own cost operators, fuel, and other consumables etc. for the operation. All lubricants such as mobile oil, gear oil, break oil, hydraulic oil, torque converter oil & grease shall be provided by contractor free of cost.

20.5 The contractor shall engage trained and experienced operators for the operation of T&Ps. BHEL Engineer will check their skill and performance before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper & safe handling of equipment, consistent good performance of operators & regular performance evaluation of operators.

20.6 The day to day and routine maintenance of T&Ps should be carried out by contractor as per manufacturer's schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged

condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps which shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor BHEL at its own discretion get the servicing / repair of equipment done at the risk and cost of the contractor with BHEL overheads.

20.7 All necessary manpower, tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost.

20.8 Consolidation of ground and arrangement of sleepers / sand bag filling etc. for safe operation / movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his cost.

20.9 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.

20.10 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorized / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.

20.11 Retesting / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy IMTEs and retake the readings at contractor's cost.

20.12 BHEL shall have lien on all T&P, IMTEs & other equipment of the Contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall

continue to hold the lien on all such items throughout the period of contract. The Contractor and/or his Sub-contractors shall remove no material brought to the Site from the Site without the prior written approval of the Engineer.

20.13 The month wise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&Ps, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

## **21.0 MATERIALS**

21.1 BHEL shall provide CASING Pipes, Strainers Pipes, Bail Plug, Column Pipes, Submersibles Pump and its all accessories, Valves, Water meter. The same shall be directly supplied at the work site and contractor shall make arrangement for its verification, unloading, segregating, safety and security of material, reconciliation and deposition of scrap generated at BHEL stores.

Necessary indents shall be raised by the contractor well in advance for quantity of Required Material before start of work.

21.2 All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.

21.3 The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.

21.4 The BHEL Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform 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 shall be at liberty to have them removed by other means. The BHEL Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.

21.5 The Engineer 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 may require for the purpose. If no tests are specified in the Contract, and the Engineer requires such tests, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

21.6 In addition the Contractor shall perform / submit at his own cost such tests / samples as may be required by the Engineer out of the materials used by the company except for the costs of materials used in such tests / samples.

21.7 Material 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. Storage, theft insurance and safe custody of material shall be the responsibility of the contractor for all materials whether supplied by BHEL or brought by contractor for works.

21.8 BHEL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, 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.

21.9 All materials brought to the Site shall become and remain the properties of BHEL and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall, at his own expense, forthwith remove from the Site all surplus material originally supplied by him and upon such removal; the same shall re-vest in and become the property of the Contractor.

#### **22.0.0 SCRAP & SERVICEABLE MATERIALS**

All pipes measuring 2 M and above in length shall be treated as serviceable materials provided they are in good and acceptable condition. Pipe in less than 2 M length shall be treated as scrap.

#### **23 SITE DRAINAGE**

All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including Rainy period shall be removed by the contractor from the Site to the satisfaction of the Engineer

#### **24.0.0 INSPECTION AND STAGE APPROVAL OF THE WORK**

24.1 The owner or his duly authorized representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.

24.2 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 when each stage is ready. In default of such notice being received, the Engineer 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 thereon shall be final and conclusive.

#### **25.0.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

25.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-

scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.

25.2 In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed.

- (a) Description in schedule of quantities.
- (b) Special conditions
- (c) Drawings
- (d) Technical Specifications
- (e) General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

25.3 Any error in description, quantity in schedule of quantities 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 works comprised therein according to the drawings and specifications or from any of his obligations under the contract.

25.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of discrepancies between description in words and figures quoted by a Tenderer, the lesser of the two will be treated as valid rate.
- (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any

rounding of quantities or in sections of bill of quantities or in general summary, by the Tenderer, shall be ignored.

25.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of 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 his scope.

### **26.0.0 SAFETY CODE**

26.1 Besides provision with regard to safety under Clause 27, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the Engineer and in manner and to the extent to which he has prescribed.

26.2 The contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements of BHEL

26.3 Contractor shall arrange for following provisions of HSE

1. Contractor has to maintain contact with local hospital having scanning & other modern medical facilities required during emergency.
2. Contractor has to ensure pre employment medical check for all staff & workers.
3. Contractor has to ensure that adequate minimum First Aid facilities are available at site during the course of work.

### **27 NUISANCES**

42.10.1 The Contractor shall not at any time do, cause or permit any NUISANCE on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

### **28 MATERIALS OBTAINED FROM EXCAVATION**

42.11.1 Materials of any kind obtained from EXCAVATION on the Site shall remain the property of BHEL and shall be disposed of as the Engineer may direct, at no extra cost.

### **29.0.0 TREASURES, TROVE, FOSSILS etc.**

29.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the

absolute property of BHEL and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

### **30.0.0 PROTECTION OF WORKS**

30.1.1 Trees designated by the Engineer shall be protected from damage during the Course of the Works and earth level. Where necessary, such trees shall be protected properly.

30.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

30.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

30.4 Contractor shall be fully responsible for the security of his workmen/ employees/ associates/all kinds of materials deployed by the contractor / tools and plants. Contractor shall also be responsible for the security of all the executed works, under execution works and completed works till the period it is fully taken over by BHEL.

### **31.0 RECORD FOR MATERIALS CONSUMED**

31.1 The contractor shall maintain and furnish to the Engineer the RECORD OF MATERIALS consumed in the works for each activity. The statement showing the theoretical vis-à-vis actual consumption of specified materials, such as structural

/reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the Running Bills submitted by the contractor. Contractor has to also furnish the test results of the materials used in the work as per IS specifications.

### **32 COMPLETION OF WORK**

32.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.

32.2 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. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.

32.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

### **33.0 DEVIATION**

33.1 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. 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 Engineer in writing and incorporated in the Contract.

33.2 The Engineer 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 more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in

writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

**34.0 VALUATION OF DEVIATIONS** Rates for deviated items or new items of work shall be as follows:

34.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.

34.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.

34.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on CPWD manual of rate analysis as guidance.

34.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer of the rate at which it is his intention or charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges, depreciation and maintenance will be taken as 15% over direct cost.

**35.0 COMPLIANCE TO REGULATIONS AND BYELAWS**

35.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

### **36.0 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR**

36.1 BHEL shall provide limited open space for office and store/ workshop at site free of rental charge as and where made available. It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area.

36.2 The land along with facilities and lease rent etc for labour colony shall be arranged by the contractor himself near to the site.

36.3 On completion / termination of the work, the Contractor shall remove all temporary structure built by him and restore the land in its original condition and the land shall be handed over to BHELL. The Contractor at his cost shall remove debris generated from demolition of temporary structure. If the contractor fails to give vacant possession of the land as aforesaid in the original condition BHEL reserves the right to withhold payment of Contractors bill till handing over of the vacant possession of the land and contractor shall be liable to pay compensation determined by BHEL for such unauthorized occupation of land. The compensation shall be recovered from the bills of contractor, without any notice.

37. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.

37.1 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.

37.2 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

37.3 No claim for damages will be entertained by BHEL on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.

**37.4 No residential facilities shall be provided by BHEL for contractor's employees/ workmen and associated agencies.**

**37.5 Gate Passes:**

It is the responsibility of the contractor to arrange gate pass for all his employees, T & Ps etc. Necessary coordination with security officials is the responsibility of the contractor. Contractor shall follow all the laid down procedures for obtaining these gate passes. Contractor shall arrange to receive necessary permits for working beyond normal working hours, working on holidays and during night.

### **38.0 PROGRESS REPORTING**

38.1 Contractor is required to draw mutually agreed programme in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.

38.2 Daily progress review meetings will be held at site during which actual Progress vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor for discussions shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.

### **39.0 DELAY AND EXTENSION OF TIME**

39.1 The Contractor shall not be allowed any time extension of completion except in the following cases:

- (a) Force majeure conditions
- (b) Major changes or substantial addition to work ordered by the BHEL adversely affecting the completion time.
- (c) Any other circumstance of any kind whatsoever which may occur making the contractor entitled to an extension of time which, however, shall be in the absolute discretion of BHEL. By reason of any other cause, which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension, which will be communicated to the Contractor by the Engineer 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 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 to proceed with the work. The Contractor, upon happening of any such event shall immediately present the case. The request for extension of time shall be submitted by the Contractor in writing and based on the merit the case shall be considered. The contractor shall not be eligible for any time extension on account of delay in procurement of materials.

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## **SECTION-III**

### **SPECIAL CONDITIONS OF CONTRACTS**

#### **1. INTRODUCTION**

1.1. The terms and conditions mentioned in this section are in addition to what are stated in Section – II (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section – II and those specified in this Section- III, the terms and conditions of this Section–III shall prevail.

#### **2. SITE LOCATION**

2.1. Site of Tube well as mentioned in Contract Job is on property of BHEL - Industrial Valve Plant, Goindwal situated at Goindwal Sahib, Distt. Tarn Taran (Punjab) which is a manufacturing division of Bharat Heavy Electricals Ltd. Actual Nissan of Bore well within Site Premises will be given before start of work.

#### **3.0 SCOPE OF WORK.**

3.1. The scope of work will broadly cover construction of Tube well; associated supply, erection and commissioning of pumps/motors, pipes & accessories etc, Sampling and testing of water found under Tube well etc:

In addition to above the bidder's scope shall also cover submission of field test results etc, as applicable, along with source of supplies for the bought out items pertaining to his scope of supplies and execution for the following.

3.2. The specific technical requirements for work to be executed under this Contract shall be as per Section IV. *The applicability of specifications shall be limited to the scope as specified in the BOQ including civil and electrical works .Other items indicated are for general information only.*

3.3. The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.

3.4. Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the "Bill of Quantities" shall include but not be limited to the following.

a) Furnishing all labor, Tools and Plants, machinery , Raw materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handing over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provided by the engineer during the course of works.

b) Furnishing samples of materials which are to be supplied by contractor when required by the engineers for testing / inspection and approval for use in the works. The engineer for final incorporation in the works may retain the samples.

c) Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.

- d) Removing of all tools and plants, after completion of the job to bring the site back to original condition
- e) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.  
The contractor will have to confirm the provision of all local bye- laws/ Acts relating to work and to the regulations and bye-laws etc. of the Government and local authorities, and of any Company with whose system the installations are proposed to be connected.
- f) The contractor shall provide BHEL such an assistance, instruments, machines, labor and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
- g) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- h) Make necessary storage arrangement / sheds of adequate capacity to store material within his normal scope without any extra cost to BHEL.
- i) Making Water Pit and suitable arrangement for Air Compressor and for Providing Air, Water etc for carrying out Contract Job without any extra cost to BHEL .However Electricity may be provided by BHEL to Contractor if available at site during Course of the work.
- j) During the course of boring/ sinking operation, if any unforeseen underground obstruction is encountered, due to which, shifting of the boring site is required, the quoted price shall deemed to have taken into account of all such additional implications and BHEL shall not pay or reimburse any amount for such shifting of boring site.

#### **4.0 DEWATERING**

Contractor shall ensure that at all times that works area and approach/ access are free from accumulation of water and the materials are safe and the progress schedule are not affected. No separated claim in this regards shall be admitted by BHEL. No separate payment for dewatering of sub soil or surface water, if required at any time during execution of through work including monsoon period shall be considered by BHEL.

#### **5.0 CONSUMABLES.**

All consumables like gas, electrodes, chemicals, jute, kerosene etc. required for the job shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract. All consumables to be used for the job shall have to be approved by BHEL prior to application.

In the event of failure of contractor to bring necessary and sufficient consumables, BHEL shall arrange for the same at the risk and cost of the contractor. The entire cost towards this along with overhead shall be paid by the contractor to BHEL or deducted from the Contractor's bill(s) by BHEL.

#### **6.0 WORKS BY OTHERS.**

No works under this specification will be provided by any agency other than the contractor unless specifically mentioned elsewhere in contract.

**7.0 SPLITTING.** Not applicable for this contract.

#### **8.0 OVER RUN CHARGES**

No over run charges shall be paid by BHEL to the contractor.

#### **9.0 DEVIATIONS.**

The bidder is requested to submit with his offer a No- Deviation Certificate in the prescribed format. Any assumption, presumption, deviation, condition, alteration, deletion etc. shall not be considered.

### **10.0 CERTIFICATES.**

Necessary Test Certificates of all the materials supplied by the contractor are to be produced to BHEL prior to use of these materials as and when required by BHEL. Any material, which in opinion of BHEL is not confirming tender specification, IS Code or relevant standards aboard on practice; contractor shall forthwith remove such material from the site premises at his own cost. Contractor also shall replenish such material forthwith so that progress of the works in no case is affected for such rejection of material(s) by BHEL.

### **11.0 QUALITY CONTROL AND QUALITY ASSURENCE.**

Contractor's Engineer(s) and supervisor(s) shall be adequately qualified and also inclined to do a quality job. The vendor shall exclusively depute a quality assurance engineer who shall co-ordinate all aspects of quality control, construction, implementation of quality assurance, in line with the technical specifications by BHEL. He shall also fill up quality assurance log sheets/ formats and submit to BHEL for joint inspection and acceptance. They should also maintain all quality records and shall be in a position to retrieve the records within reasonable time and produce to BHEL on demand.

#### ***QUALITY ASSURANCE PROGRAMME.***

**11.1** The contractor shall submit a suitable quality assurance program to control all activities pertaining to the scope of work, as necessary to BHEL within 10 days from date of issue of LOI. Such program shall be outlined by the contractor and shall be finally accepted by BHEL/ BHEL's appointed agency. A quality assurance program of the contractor shall cover the following:

- a) Organization structure and qualification data of key personnel of the contractor for the management and implementation of the proposed quality assurance program.
- b) The procedure for inspection incoming raw material .
- c) System of maintenance of all relevant records in connection with all site activities.

**11.2** The contractor shall ensure the safety of all workmen, materials and equipment either belonging to him or others working at site. He shall observe safety rules and codes applied by the BHEL at site without exception.

### **12.0 GENERAL.**

**12.1** Bidders to note that no medical facility within/ near site shall be provided by BHEL. No staff quarter/labor colony shall be provided by BHEL.

Bore well will be located on BHEL Property within its premises, exact location will be decided during execution.

**12.2** All useful portions of the stones/ architectures unused during excavation shall remain BHEL's property and such useful portion shall be separated from the used ones and deposited in regular stacks at places indicated and as directed by BHEL.

As regards to the employment of local labor, the bidder will have to contact BHEL for necessary guideline and comply accordingly.

### **13.0 TEST CERTIFICATES FOR T&P.**

All T&Ps, lifting tackles, pulling devices to be deployed by the contractor, must bear valued/ latest test certificates for their suitability and documents shall be preserved at site. Relevant copies shall be submitted to BHEL, for record purpose.

**14.0 LEAD.**

All useless excess excavated material, all other debris and useless other materials shall be disposed of beyond the boundary the boundary wall at suitable location to be decided by the contractor as per local statutory rules and regulations. No separate payment shall be made in this regard to the contractor by BHEL, under any circumstance.

Vendor to take specific note that while disposing off such materials beyond the boundaries of the project site, the systems, procedures and norms enforced by the Municipality Authority shall have to be strictly adhered to at no extra cost to BHEL.

**15.0 WATER.**

Contractor will have to arrange for necessary water at his own cost.

**16.0 ELECTRICITY.**

Electricity shall be provided by BHEL free of cost for the construction purpose including area illumination. The contractor has to make necessary arrangement for drawing electricity from point to the starters.

**17.0 ISSUE OF MATERIALS.**

UPVC Casing Pipes CM class as per IS 12818: 1992, GI Delivery Pipes/ Column Pipes, submersible Pump with Cable and Electrical Fitting for running of Pump, Valves etc will be issued by BHEL free of Cost upon raising of requirement of above. It will be the responsibility of the Contractor to safely store the same, in his stores at the work site as per standard norms stipulated by the Indian Standards.

After taken up of work and during sinking operation these materials should be available with the contractor .Therefore he should raise his requirement of appropriate material in desired quantity before start of the contact Job.

All Materials supplied to the contractor by the department will be lifted by him from the BHEL IVP stores at his own cost.

**18.0 CERTIFICATE TOWARDS COMPLETION.**

The work under the scope of the contractor will be deemed to be completed in all respect only when so certified by BHEL. The decision of BHEL shall be final and binding on the contractor.

**19.0 INSURANCE.**

The contractor shall make available the original insurance cover(s), against material, T&P, assets and workmen compensation, to BHEL for necessary verification before commencement of work. Third party liability shall be on the contractor's account.

**20.0 TAXES AND DUTIES.**

TDS under Income Tax, etc. if any, shall be deducted at prevailing rates on gross invoice value from the Final Bill unless exemption certificate from appropriate authority/ authorities is furnished.

All taxes (except Service Tax including Educational Cess and other Cess, if any) as applicable, charges royalties, duties, Octroi, any state or central levy and other taxes for materials obtained for the work and for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increases of the same at any stage during execution of the contract shall have to be borne by the contractor.

Service Tax: Service Tax as legally livable & payable by the contractor under the above provisions of applicable law/ Act, shall be paid by BHEL-IVP GOINDWAL on contractor's gross bill. However, contractor shall have to submit proof of Service Tax deposit by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central excise Division covering the Services as well as exercising the aforesaid option. Registration should also bear endorsement for the premises from where the billing shall be done by the contractor on BHEL-IVP GOINDWAL for this project. BHEL-IVP GOINDWAL will not be held to be responsible for non-compliance of various Service Tax rules, being framed from time to time.

The contractor has to make his own arrangement at his cost for completing the formalities, if required, with state VAT Act Authorities, for bringing their materials, plants and machinery at site for the execution of the works under this contract, road permit/ way bill, if required, shall be arranged by the contractor and BHEL-IVP GOINDWAL will not supply any road permit/ way bill for this purpose. The contractor must be a registered dealer with the state VAT Act, if not registered yet and a copy of the said registration certificate along with TIN number must be provided to site RAO. New tax & duties, if imposed subsequent by statutory authority during contract period (including extension, if the same is not attributable to the contractor), shall be reimbursed by BHEL-IVP GOINDWAL on production of relevant supporting document to the satisfaction of BHEL-IVP GOINDWAL. However contractor shall obtain prior approval from BHEL-IVP GOINDWAL before depositing new taxes & duties.

#### **21.0 TOOLS AND PLANTS TO BE PROVIDED BY THE CONTRACTOR.**

The contractor shall in consultation with BHEL arrange all such T & Ps and IMTEs that shall be necessary for successful completion of all works under the purview of this contract and within the specified time limit. The contractor shall have to arrange one DG set for running of pump 3 HP or less capacity on urgent basis, in case there is any problem in the availability of construction power at site, to be provided free of cost by BHEL.

In the event of any failure on the part of the contractor, to arrange any such equipment which in the opinion of BHEL may be felt necessary, BHEL may deploy such equipment at his own discretion and recover the charges for such equipment together with BHEL overhead from the contractor or can also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor.

Decision of BHEL in this regard will be final and binding on the contractor.

#### **22.0 CONSTRUCTION SCHEDULE.**

While submitting the offer, the contractor shall furnish the construction schedule in the form of bar chart including all main activities on the basis of the completion schedule mentioned below. Pump to be commissioned within 25 days of LOI. The maintenance period will start from the date of commissioning of respective PUMP.

#### **23.0 MOBILISATION & COMPLETION PERIOD.**

The contractor shall mobilize with T&P required to start the actual work within 5 days from the date of placement of LOI. The completion period of major activities as mentioned in the construction schedule have to be followed. **The entire work (excluding maintenance portion)**

**Shall be completed within 30 (Thirty) days from the date of placement of LOI.**

**24.0 MOBILIZATION ADVANCE.**

No Mobilization advance will be paid by BHEL against this contract.

**25.0 SECURED ADVANCE.**

No secured advance will be paid by BHEL against this contract.

**26.0 PERFORMANCE BOND.**

Not applicable for this contract.

**27.0 SECURITY DEPOSIT.**

Upon acceptance of the tender the successful bidder within the time specified in the letter of intent, must deposit the required Security Deposit, except as directed by BHEL. The terms and conditions of the Security Deposit to be deposited shall be as per the stipulations laid in the General Condition of the Contract.

**28. PRICE**

28.1. Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

28.2. The quoted price shall include all taxes and duties except service tax if applicable.

28.3. All Taxes and Duties payable as extra to the quoted price should be specifically stated in the offer. BHEL will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.

28.4. **No price variation /over run charges** on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

**29.0 TERMS OF PAYMENT.**

1. Payment should be made within one month from the date of handing over the site/ completion of work. Contractor will have to produce work completion certificate for release of final payment.

2 Contractor will have to submit Final Bill only against the value of Work done as specified in Clause 6 of Section II General Conditions of Contract.

**Note:** In the event of any discrepancy between the above and the conditions and the General Description of contract' the provisions in the later, shall be deemed to take precedence over the former.

**30.0 REVISION OF ACCEPTED RATES.**

No Revision of Accepted rates shall be applicable for this contract.

**31.0 COMPENSATION FOR DELAY.**

If the contractor fails to maintain the required progress of work and complete the work and clear the site within the time prescribed by the Contract (Contractual Completion Period), he shall without prejudice to any other right or remedy of BHEL on account of such breach, the contractor agrees to pay compensation (penalty) to BHEL. If the completion of work is delayed due to reasons attributable to the contractor, they shall pay to BHEL as penalty equivalent to a sum @ 0.5% of the Total Contract Price per week or part thereof of delay in completion of the entire work under this contract, subject to a maximum of 10% of the executed contract price.

BHEL shall deduct the amount of such compensation from any due or which may become due to the contractor and/ or recover such compensation from the bank guarantees/ security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.

**32.0 METHOD OF MESURMENT.**

Method of measurement shall be as per relevant clauses of IS-1200 in conjunction with IS Codes 3385. In case the same is not available in the relevant IS Code, the standard procedure adopted in CPWD/ PWD shall be adopted. In case the same is not available in CPWD/ PWD, the measurement for the works done will be based on mutual agreement between BHEL and the contractor. In all the above cases, the interpretation of BHEL will be final binding on the contractor.

**33.0 EXTRA WORK CHARGES**

The quantities given in the schedule are provisional and may vary to any extent at the time of placement of order / Execution of work. Actual quantities executed by the contractor shall be measured and payment shall be made on the basis of the accepted unit rates. The quoted price shall remain firm up to +/- 30% of the ordered value including extra items, if any but excluding any price escalation.

If any extra or additional items which are not incorporated in this schedule have to be executed by the contractor, the rates of such extra or additional work shall be as per the followings:

- a) The rate of such items shall be derived, if possible, from the available rates, agreed upon in the Rate Schedule of this contract.
- b) If the items are covered under CPWD Schedule of Rates 2007 for General Building Works, Sanitary and Plumbing works etc. rate shall be quoted under BOQ.
- c) If the items are not covered in the above schedule, the rates have to be mutually agreed upon mainly on the basis of prevailing market rates, for which all documentary evidences, as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.

**34.0 GUARANTEE:**

Contractor will ensure work with quality. Successful Yielding of tube well with silt / Sand free condition and delivering required discharge will be governing criteria for which contractor will have to guarantee . Work completion certificate will be given only when above conditions are fulfilled.

**35.0 Other Terms**

- a) All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.
- b) Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the Provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner.

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## **SECTION IV**

### **TECHNICAL SPECIFICATION**

#### **1.0 GENERAL**

This section covers specific technical requirements of contract and should be read in conjunction with BOQ, other sections of the contract. In case of any conflict between the contents of BOQ and technical specifications, BOQ will prevail over technical specifications.

#### **2.0 FREE ISSUE MATERIALS**

UPVC Casing Pipes and Ribbed Screen Pipes as per IS 12818:1992 Bail Plug, Reducers, Column Pipes and Submersible pump along with Motor with electrical Fittings will be supplied by BHEL to the contractor in required quantity for the contract work.

#### **3.0 DISMANTLING OF EXISTING STRUCTURES**

The contractor will have to carry out dismantling of buried/ semi buried structures, found if any, encountered during digging /boring within the battery limit and disposal of it within plant boundary as directed by BHEL at no extra cost to BHEL.

#### **4.0 STATUTORY REQUIREMENTS**

Bidder shall comply with all the applicable statutory rules as applicable.

#### **5.0 WORKMANSHIP**

Workmanship shall be of the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. Welding if required shall be done by experienced and certified welders in proper sequence using necessary jigs and fixtures.

In addition to the requirement specified above, if the bye-laws of the local Govt., Municipal or other authorities require the employment of licensed or registered workmen for various traders, the contractor shall arrange to have the work done by such registered or licensed personnel. In case of manufactured materials, the Contractor

shall have, with no additional cost the owner, the services of the supervisors of the manufacturers to achieve that the work is being done according to the manufacturer's specifications.

## **6.0 TEMPORARY WORK**

All necessary temporary work required for proper execution of contract Job shall be provided by the Contractor at his own cost and inclusive of all materials, labor, supervision and other facilities. The layout and details of such Temporary work shall have the prior approval of the Engineer as agreed, but the Contractor shall be responsible for proper strength and safety of the same. All Temporary work shall be so constructed as not to interfere with any permanent work or with the work by other agencies. If it is necessary to remove any of the temporary work at any time to facilitate execution of the work or with the work of other agencies, such removal and re-election, if required, shall be

Carried out by the Contactor at the discretion of the Engineer without any delay and any extra cost on this account shall be borne by the Contractor.

## **7.0 TECHNICAL SPECIFICATIONS**

7.1. General: -A complete tube-well shall mean: -

- (a) A borehole vertical within the prescribed non-vertical limits drilled up to designed depth in alluviums or rocky areas.
- (b) Installation of requisite well assembly i.e., housing pipe, blind pipe, slotted pipe or strainers, bail plug and other accessories.
- (c) Placing of suitable gravel pack (in case of gravel, packed tube-wells).
- (d) Development of tube-well with object of: -
  - (1) Producing maximum sand free yield of water for the specified standard draw down in alluvium and rocky areas.
- (e) Conducting yield test by over pumping of the tube-well.
- (f) Installation of suitable submersible pump assembly as specified and comprising of: - (i) Pump, (ii) Motor, (iii) column pipe, (IV) Airline (v) sluice and Reflux valve, (vi) water meter

(g) Energisation of tube-well and handing over to the owner, with specified completion certificate.

7.2. The type of bore well shall be type 2b tube well (artificial gravel pack) as per IS 2800 (Part-I). Boring / drilling method of well shall be rotary drilling (direct circulation/reverse circulation method).

7.3. Boring shall be 400mm dia uniform to a depth as specified in BOQ. The depth may increase or decrease as per actual site condition. Sub soil water shall not be tapped.

7.4. Casing Pipe shall be UPVC ND 175 mm of CM Class confirming to IS: 12818:1992.

7.5 Slotted pipe shall be 150 mm nominal bore RS- UPVC pipe confirming to IS: 12818:1992.

7.6 Annular Space between bore well and pipes (Housing, Blank and Slotted pipe) shall be packed with Graded-gravel duly washed of size 2mm to 5mm confirming to IS 4097.

7.7 The well shall be developed by an air compressor in built with the machine for a period of least 20 hours. This period may be however be extended up to 100 hours in case the development has not been satisfactory. If the water from the tube well does not clear by maximum 100 hours from air compressor, the additional development of tube well shall be carried out by an over pumping unit. It should be assured SAND & SILT free discharge. This should confirm to IS 11189.

7.8 The well shall be disinfected after completion of test for yield. All the exterior parts of the pump coming in contact with the water shall be thoroughly cleaned and dusted with powdered chlorine compound. This should conform to IS 2800 (PART-I).

7.9 The tube well shall be tested for depth water level, vertically and alignment Yield and draw down and Quality of water confirming to IS 2800 (PART-2) including electro logging.

7.10 The following information shall be furnished by the drilling agency on completion of the tube well.

i) Result of the tube well depth and water level measurements.

iii) Result on development and drawdown test method used.

iv) Result of vertically and alignment test.

v) Strata chat of the tube well indicating different type of soil formation met with different depths and indicating the depth of each type of soil formation.

- vi) Position of every joint in well assembly.
- vii) Developed discharge in GPH and LPS.
- viii) Static water level.
- ix) Certification regarding Discharge is totally sand free or presence of sand particles is there.

**8 Completion certificate** will be as per Annexure A of this section

**ANNEXURE A OF SECTION V**

**INFORMATION TO BE FURNISHED BY DRILLING AGENCY TO OWNER ON COMPLETION OF TUBEWELL**

- (1) Agency drilling the tube well .....
- (2) Location of the tube well .....
- (3) Method of drilling adopted .....
- (4) Date of starting .....
- (5) Date of completion .....
- (6) Pilot hole or test hole ..... Bit size.. .....Bit type .....
- Hours ..... from..... To.....
- (7) Coring done. .... Bit size. .... Bit type .....Hours .....Recovery .....
- ..... from..... To.....
- (8) Reaming .....B i t size .....Bit type.....
- Hours..... From... ..... to... ..... \*
- (9) Lithological data

From	To	Formations
.....	.....	.....
.....	.....	.....

- (10) Total depth of tube well drilled . . . . .
- (11) Assembly of production well... ..: Size.....

  - Length..... Type.....
  - Perforation per meter.....
  - Housing pipe.....
  - Blind pipe.....
  - Strainer.....
  - Bail plug.....

- (12) Top of tube well above/below ground level.....
- (13) Size of gravel.....

  - Quantity used before development.....

Quantity used during development.....

(14) Method used for development.. ..

Total hours of test.....

(15) Development discharge.....

(16) Turbidity.....

Further details appended:

- a) Samples of strata, neatly packed in sample bags,
- b) Chart of pipe assembly lowered, and
- c) Results of mechanical analysis of samples of unconsolidated strata.

**Remarks:**

Owner.....

Driller.....

**BHARAT HEAVY ELECTRICALS LIMITED  
(A Government of India Undertaking)  
INDUSTRIAL VALVES PLANT  
GOINDWAL SAHIB,**

*Boring & Sinking by boring system of 1 no. deep tube well and Installation of casing pipes, submersible pumping set including all Mechanical And Electrical accessories, fittings etc. for BHEL IVP, GOINDWAL ,PUNJAB.*

**TENDER NO .....**

**SECTION V**

**BOQ CUM PRICE SCHEDULE (ABSOLUTE VALUES)**

**SECTION V****PREAMBLE****PRICE-SCHEDULE**

*BOQ FOR Boring & Sinking by boring system of 1 no. deep tube well and Installation of casing pipes, submersible pumping set including all Mechanical And Electrical accessories, fittings etc. for BHEL IVP, GOINDWAL ,PUNJAB.*

TENDER NO:  
 .....

**1.0 This preamble forms** part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with Volume-IB and Volume – II as applicable.

**2.0 The work shall be** carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions

**3.0 Items of work** provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.

**5.0 The quantities** of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains within thirty percent ( $\pm 30\%$ ) of the awarded price.

**6.0 The rates quoted** shall be inclusive of fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same.

**7.0 Rates shall be quoted** in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language only.

**8.0 All works item wise** shall be measured upon completion and paid for at the rates quoted and accepted.

**9.0 The tender shall** be deemed to have studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.

**10.0 Engineer's** decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.

**11.0 Note: Bidders to** note the following for quoting their rates.

a) Only authorized persons of bidder having power should sign in the price bid. All the pages must be signed.

b) For evaluation purpose (deciding L1), Grand Total price of price schedule shall be considered.

c) Quoted rates shall be inclusive of all taxes, duties etc., except service tax as per tender terms. Service tax (as applicable) shall be payable/reimbursable extra as per tender terms.

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## Price Bid

S/N	DESCRIPTION OF ITEM	QUAN-- TITY	UNIT	RATE (Rs.)	AMOUNT (Rs.)	AMOUNT in words Rupees
1	Labour for boring through all type of soil or overburden- (Alluvium, clay, sand, gravel, pebbles etc) including the cost of Consumable, Fuel, Oil and soil Stabilizing Material for sinking tube well of required Dia with top enlargement by boring system (either by rotary method or by any other suitable method as required) including hire charges and labour for Machine tools and plants, staging force pumping set, and making arrangement for erection of casing pipes, strainers blind pipes etc. complete for 400 mm Dia up to 123 meters & beyond from G.L. <i>Exact Depth of boring to be decided at the time of execution.</i>					
1.1	from Ground level to 50 m Depth	50	RM			
1.2	From 50 M depth to 100 m depth	50	RM			
1.3	From 100 M depth to 150 m Depth	23	RM			
2	Labour charge for Lowering of UPVC casing pipe of 175 mm ND and of CM class of IS 12818: 1992 and ribbed Screen pipe of 150 mm ND in to the tube well after fixing / fitting them Properly and making Suitable arrangement for carrying out the Job.  These include all incidental	123	RM			

	Charges against man & machines and excludes the Cost of Pipes and reducer etc.					
3	Labour Charge for Fixing of Bail Plug, Well Cap and MS clumps for Holding the Casing pipes and Pump assemble inside the Well etc all Complete as per Actual Site Requirement. This excludes the Cost of Material.	1	JOB			
4	Packing the annular space in the blank bore hole at the bottom between the outside of the tube well pipe strainers, casing pipes and the borehole with pea size gravel of sizes varying between 2 mm to 5 .	12	CUM			
5	Washing and developing of tube well with Air compressor of 150 PSI/ 300 CFM with necessary arrangement for testing the yield in gallons per hour with V notch, including Bacteria removal treatment as necessary till the water is silt & sand free for minimum 20 Hrs. This includes cost of all consumables ,Fuel ,erection & Dismantling etc	1	JOB			
6	Geophysical investigation of the aquifer by electrologging system with all Tools and plants, specialist manpower, etc. as may be necessary, including submission of reports.	1	JOB			
7	labour charge for Fixing and Fitting of any flange, bend , reducer all complete with Water meter , NRV Valve , Sluice Valves on Delivery Side of Pump. This Excludes the cost of Material.	1	JOB			

8	Labour Charge For Erection and Commissioning of Submersible Pump along with its motor set having required duty point capacity which will be issued by BHEI and along with 50 mm/ 75 Dia GI heavy duty column pipes of total length around 30-36 meters after complete fitting of these and lockable PVC submersible cable clamps of protecting device with necessary galvanized nuts, bolts, washers for all & Control Panel complete in all respect as directed by BHEL. This excludes cost of Pumps and its assembly, Pipes etc which will be supplied by BHEL.	1	JOB			
9	Transportation charge of Drilling Rig with complete accessories for boring at site.	1	JOB			
	<b>TOTAL COST IN FIGURES Rs.</b>					
	<b>TOTAL COST IN WORDS Rupees</b>					