



INVITATION TO TENDER

Ref : OPS/OS/SC/2014-15/07/007

Date : 20.11.2014

Sub : Supplying & Fixing of Aluminum Zinc alloy coated High Tensile Steel Sheets and all accessories for roofing and side sheeting after removal of existing AC sheeting of Factory Building No.-I at BHEL- HPVP, Visakhapatnam

Sealed tenders are invited under two bid system, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE Rs.	EMD Rs.	COST OF TENDER Rs.	WORK COMPLETION PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Supplying & Fixing of Aluminum Zinc alloy coated High Tensile Steel sheets and all accessories for roofing and Side Sheeting after removal of existing AC sheeting of Factory Building No.-I at BHEL- HPVP, Visakhapatnam as per detailed scope of work	561.00 Lakhs	2.00 Lakhs	860/-	6 Months	11.12.2014 upto 13.00 Hrs.

1.0 ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2014 should be at least 30% of the estimated value. (i.e Rs.168.30 Lakhs)

Tenderer should enclose EPF, PAN, Service Tax New registration no., Proof of having submitted IT Returns, Profit & Loss account and Balance Sheet certified by the Auditor for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 31st Oct'2014 as given below :
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. Rs.224.40 Lakhs each)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. Rs.280.50 Lakhs each)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. Rs.448.80 Lakhs)

Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

Note : Similar work means supply & fixing of Galvalume roof sheeting works

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- IV) Latest solvency certificate (within 6 months) from the Banker shall be produced for at least 40% of the value of work. (i.e. Rs. 224.40 Lakhs)

2.0 QUALIFICATION NORMS :

The norms for qualification with prescribed score is attached at Annexure - VI in the Bid Document and evaluation will be done accordingly. Minimum score required for qualification is 60.

Technical evaluation will be done based on the eligibility criteria, qualification norms, experience in execution of similar works, turn over for the last three financial years etc.

3.0 SCOPE OF THE WORK

The detailed scope of work is given in the technical, special conditions of contract and as per schedule of items enclosed as Annexure - IV.

4.0 LOCATION OF WORK

4.1 The subject job is to be carried out inside BHEL, Heavy Plates & Vessels Plant (HPVP), Visakhapatnam, Andhra Pradesh State

4.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc., and satisfy themselves of all conditions prevailing there before submission of their tenders.

5.0 COST OF TENDER DOCUMENTS / EARNEST MONEY DEPOSIT

The tender shall be accompanied with a Demand Draft of Rs. 860/- (Rupees Eight Hundred Sixty only) towards the cost of tender documents (Non-Refundable) and another DD for Rs.2,00,000 (Rupees Two Lakhs only) towards EMD both drawn in favour of **BHARAT HEAVY ELECTRICALS LIMITED**, payable at Visakhapatnam.

EMD of unsuccessful tenderers shall be returned to after acceptance of LOI / FOI by the successful bidder.

6.0 SECURITY DEPOSIT :

After placing of the order, a separate bank guarantee is to be given for an amount specified as detailed in clause 4.0 of section-V at annexure - III towards Security Deposit. Otherwise 10% of bill value will be deducted from each RA bill. However in such case, at least 50% of the Security Deposit should be submitted before start of the work and the balance 50% will be recovered from the bills.

7.0 INCOME TAX AND WORKS CONTRACT TAX :

Income tax and Works Contract Tax as per Statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

8.0 PRICE SCHEDULE :

8.1 The prices shall be quoted in the price schedule attached to the tender for the complete scope of work.

The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission. However, Service Tax as applicable shall be reimbursed on submission of proof of payment.

8.2 The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.

8.3 Tenderer should quote the rates in figures **as well as in words** and the amount for each item should also be worked out. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.

8.4 All rates shall be quoted in the tender format only.

9.0 REVERSE AUCTION :

BHEL reserves the right to opt for Reverse Auction at its discretion instead of opening the price bids submitted in sealed envelope and any information regarding the reverse auction shall be decided after technical evaluation and shall be intimated to the bidders at appropriate time. General terms and conditions governing RA are mentioned in the special conditions at **Annexure-IX**. The bidders are requested to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids in case BHEL decides to go for RA.

In case BHEL decides to go for RA, only those bidders who give their acceptance will be allowed to participate in RA and these bidders shall have to necessarily submit 'Online Sealed Bid' in the RA. Non-submission of 'Online Sealed Bid' by the bidder will be considered as tampering of the tendering process and will invite action by BHEL as per extent guidelines in vogue.

10.0 GENERAL :

10.1 **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD and TENDER COST, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

10.2 **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

10.3 The bidders shall study the Tender documents, Drawings, Quality Documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers. One complete set of reference drawings and other relevant documents pertaining to subject job / Project covered in the scope of this tender are available at Civil Maintenance Dept. and the same can be referred during working hours from 9.00 AM to 4.00 PM.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

10.4 Manager (Civil) shall be the Engineer-in-charge for herein after referred to as such in the tender.

10.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.

10.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.

PART - I : TECHNO COMMERCIAL BID

- | | |
|--|-------------------------|
| a) Instruction to tenderers | : Annexure – I |
| b) Submission of Tender | : Annexure – II |
| c) Technical & Special Conditions of Contract | : Annexure – III |
| d) Scope of Work | : Annexure – IV |
| e) Time Schedule | : Annexure – V |
| f) Special Instructions to Contractor | : Annexure – VI |
| g) Norms for Qualification | : Annexure – VII |
| h) Specifications / Drawings | : Annexure – VIII |
| i) Terms & Conditions of Reverse Auction | : Annexure – IX |
| j) General Conditions of Contract of BHEL | : Annexure – X |
| k) Acceptance to the tender terms & conditions | : Annexure – XI |
| l) Check list of Documents to be submitted with Technical Bid | : Annexure – XII |

PART - II : PRICE BID

- | | |
|---|-------------------|
| m) Price Bid (Schedule of items and Bill of Quantities) | : Annexure - XIII |
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11.0 TENDER COLLECTION :

Tender Documents can be obtained from 20.11.2014 to 10.12.2014 between 8.00 Hrs. to 16.30 Hrs. from the office of Sr. Manager (OS) by submitting a request letter on the tenderer's letter head along with a Demand Draft / Banker's Cheque for an amount of Rs. 860/- (Rupees Eight Hundred Sixty) towards Tender Cost including Sales Tax @ 14.50% in favour of Bharat Heavy Electricals Limited, payable at Visakhapatnam. Offers will be received upto 13.00 Hrs. on 11.12.2014 and will be opened at 14.00 Hrs. on 11.12.2014 in the presence of tenderers present.

Tender Documents can also be downloaded from our Website www.bhel.com, www.bhelviz.co.in. However Tender Cost shall be enclosed along with the Technical Bid without which the Price Bid will not be considered.

12.0 TENDER SUBMISSION :**12.1 The Bid shall be submitted in two parts.**

Part-I : Techno-Commercial Bid shall be placed in one cover along with the following documents :

- (i) Earnest Money Deposit of Rs.2,00,000/-- (Rupees Two Lakhs only) in the form of Demand Draft / Banker's Cheque drawn in favour of Bharat Heavy Electricals Limited, Visakhapatnam.
- (ii) I.T. Clearance certificates / Acknowledgement of submission of the IT Returns for the last 3 years.
- (iii) P.F. Registration Code No.
- (iv) Experience Certificates in line with eligibility criteria
- (v) Service Tax Registration No.
- (vi) Solvency Certificate
- (vii) All other applicable documents as detailed in the tender

Part-II : Price Bid in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another** bigger size envelope duly superscribing the **Tender No. & Subject** on the envelope .

12.2 The tender completed in all respects shall **be dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 13.00 Hrs. on 11.12.2014**.

Bidder may also send their offers by Post to "Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012"

12.3 Last date for receipt of tenders is **11.12.2014 upto 13.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

The Tenderer shall submit their offer which satisfies each and every condition laid down in Annexure - II i.e. "SUBMISSION OF TENDER" failing which the tender will be liable for rejection.

12.4 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

13.0 **VALIDITY OF OFFER :**

The offer shall be valid for a period of **3 months** from the last date for tender submission.


14.0 **OPENING OF TENDERS :**

Techno-commercial Bids will be opened on **11.12.2014 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Sr. Manager (OS) 20/11/14

INSTRUCTIONS TO TENDERERS

- 1.0 All documents issued along with Notice Inviting Tender shall be duly filled in & signed by the tenderer on each page and shall be submitted along with the tender.
- 2.0 Tender must be submitted in sealed envelope as per procedure indicated in “Invitation to Tender“ duly addressed as mentioned in Notice Inviting Tender and delivered / submitted on or before due date.

The sealed envelopes shall be super scribed with the **“Tender for Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting of the shop floor after removal of existing AC sheeting in Factory Building No-I at BHEL- HPVP, Visakhapatnam.**

- 2.1 Tenders sealed and super scribed as above may also be sent by Registered post to the above mentioned address. Tenders which are received after due date specified are liable to be rejected. Any tenders delivered or sent otherwise will be at the risk of the tenderers.
- 2.2 Tender forms containing OVER WRITTEN or ERASED rate or rates and amount not shown in FIGURES and WORDS in English are liable to be rejected. The tenderers shall quote the rates both in figures and words. In case the tenderers quote two different rates in words and in figures, the lower of the two will be considered valid and binding. All corrections and alterations made in the enquiries of tender must be attested by the tenderer with full signature. Unit rates written in words shall be taken into consideration.
- 2.3 Tenderers quoting rates from units different from those prescribed in the tender schedules are liable to be rejected. If a tenderer seeks to clarify his quotation or rates, this would only be done in a separate covering letter before the time of opening of tender. No modification to the specification, item descriptions, contract clauses etc., will however be entertained. Other clarifications may be considered if the contents of the covering letter are to be considered as part of the quotation. This should be specially mentioned by the tenderer. If any of these conditions admitted for consideration has a final bearing on the quoted value, then the additional cost arising out of this condition will be added for comparative evaluation of tender.

Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the tenderer in respect of additions, alterations, modifications corrections etc., of either terms and conditions or rates of the tender after opening of the tender may lead to rejection of the tender.

- 2.4 By submitting a tender for the work a tenderer will be deemed to have satisfied himself by actual inspection of the site and local conditions of work and that the rates quoted by him in the tender will be adequate to complete such works according to the specifications and conditions attached thereto. He has also to quote labour rates which shall include cost of materials and consumables and all other charges on supervision etc., necessary for completion the work to the entire satisfaction.

- 2.5 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent in triplicate. The contractor has to acknowledge the LOI by duly signing on two copies and return the same as indicated in LOI. Till such time formal agreement is signed, the tenderer and the LOI shall constitute a binding contract for all purposes between BHEL - HPVP and the contractor. The contractor shall then be required to execute an agreement within the time specified in the Letter of Intent. In the event of failure in the part of contractor to sign the agreement within the specified time, the amount of Earnest Money submitted shall be forfeited and the acceptance of his tender shall be considered as withdrawn. No contract work however petty may be carried out except under and in accordance with a duly executed agreement or work order from a duly Authorized Office of the Employee. No Agreement is valid unless signed by the contractor or his duly authorized agent and by a competent person on behalf of the Employer. The Sr. Manager (OS) or his authorized representative is authorized to sign the contract documents on behalf of the Employer in respect of all the contracts and will discharge the functions and duties laid down on behalf of the Employer. He will also receive such notices, which are to be received as per the terms of the contract.
- 2.6 All signatures in the tender documents should be dated and all pages of all sections of the Tender documents shall be signed at the lower right hand corner or signed wherever required in the tender papers by the tenderer or his authorized representative.
- 2.7 Tender in which any particulars and prescribed information is missing or incomplete in any respect are liable for rejection. Tenders containing uncalled for remarks or any conditions are liable for rejection. No pages of tender documents shall be removed or altered and the whole set as given by the department must be submitted after being duly filled in and signed on each page. Failure to comply with these instructions may result in the rejection of the tender. Canvassing in any form is strictly prohibited and the tenders submitted by the tenders who resort canvassing will be liable for rejection.
- 2.8 If a tenderer has a relative employed in any capacity in BHEL - HPVP., he shall inform the authority calling for tenders of the fact while submitting his tender failing which his contract may be liable to make good to the Employer any loss or damage resulting from such cancellation to the extent provided in the case of cancellation under the General Conditions of contract.
- 2.9 The successful tenderer shall make his own arrangements for all materials except as specified in the contract if any.

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- 6 We agree to come to Visakhapatnam for technical discussions or negotiations if BHEL - HPVP so desires with a notice of three (03) days .The address for such communication is
M/s..... Place.....Fax
No.....Telex No.....Phone No...
Mobile phone No.....E- Mail.....
- 7 Should this tender be accepted we hereby agree to abide by and fulfill all terms and conditions of tender Documents and in default thereof to forfeit and pay to BHEL - HPVP or its Successors or its Authorized nominees such sums of money as are stipulated in conditions contained in tender documents together with the written acceptance . We understand that BHEL - HPVP is not bound to accept the lowest or any Tender received in full or in part / parts.
- 8 We enclose herewith evidence of our experience of execution of works of similar nature and magnitude carried out by us in the prescribed proforma .
- 9 Unless and until a formal Contract is prepared and executed, this tender together with written acceptance thereof, shall constitute a binding contract between BHEL- HPVP and Ourselves.
- 10 We herewith authorize Sriin the capacity ofto sign the tender documents, to participate in Technical discussions and negotiations if required by BHEL - HPVP and offer confirmation and revised bid if so required by BHEL - HPVP.

Dated this.....day of2014

For and on behalf of.....
.....

(With Seal)

Witness :
Name in Block letters

Signature:.....

Name:.....
In the Capacity of.....

Address :
.....
.....

DULY AUTHORISED TO SIGN TENDERS

PART – I

(TECHNO-COMMERCIAL BID)

TECHNICAL & SPECIAL CONDITIONS OF CONTRACT

INDEX

SECTION-I	SCOPE AND OTHER TECHNICAL DETAILS OF WORK
SECTION-II	SCOPE OF SUPPLES, FACILITIES AND RESPONSIBILITIES
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SCOPE AND OTHER TECHNICAL DETAILS OF WORK

Sub: Tender for Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting after removal of existing AC sheeting in Factory Building No-I at BHEL- HPVP, Visakhapatnam.

1.0 Owner

The owner of this project is M/s. BHEL - HPVP, Visakhapatnam and the works are to be executed at BHEL -HPVP, Visakhapatnam works in Andhra Pradesh State.

2.0 Consultants / Inspection Agency

M/s, BHEL - HPVP or their authorized agency shall be the third party inspection agency for this project.

1.0 Scope of Work

The scope of work is mentioned elsewhere in the contract separately at (Annexure-IV)

2.0 Precedence of Special Conditions

These special conditions are to be read in conjunction with General Conditions of Contract. Wherever the provisions of these special Conditions are at variance with the provisions of General Conditions, the provisions in these Special Conditions shall take precedence.

3.0 Setting out of Works and Site Instructions

The Engineer-in-Charge shall furnish the Contractor with only the four corners of the work site, level benchmark and the Contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

5.1 The contractor shall provide, fix and be responsible for the maintenance of all necessary bench marks, templates, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks either existing or supplied and fixed by the Contactor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site in-charge. The approval thereof or joining in set out the work shall not relieve the contractor of his responsibility.

5.2 Before beginning the works, the contractor shall at his own cost provide all necessary references and level post, page, bamboos, flags, ranging rods, strings, and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The center longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the center to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by Engineer-In-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, materials and other facilities, as necessary for the proper checking of lay out and inspection of the points during construction

5.3 Pillars bearing geodetic marks located at the site of units of works under construction should be protected and fenced by the contractor.

5.4 On Completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.

5.5 Temporary Works

All temporary, ancillary and testing works including enabling works connected with the work shall be the responsibility of the contractor and the price quote by them for erection shall be deemed to have been included in the cost of such works, which shall be removed by the contractor at his cost, immediately after completion of his work.

6.0 Distinction between Foundation and Super Structure

To distinguish between work in foundations and super structures the following criteria shall apply:

For all Equipment pedestals, pipe racks, other foundations and R.C.C Structures, work done up to 500 mm level above finished grade level or top of foundation as mentioned in drawing whichever is at higher elevation and work above this level will be treated as work in superstructures and payments would be made accordingly.

For buildings, all works up to level corresponding to finished floor level shall be treated as work in "Foundation & Plinth" and all works above the finished floor level shall be treated as "Work in superstructure" irrespective of what has been stated above, All pavements, RCC, Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations nomenclature and levels given anywhere. Where not specifically pointed out all works in cellars, sumps, tank pads, cable trenches or such similar items would be taken as work in foundations. For the various works in case of contradictions the leads mentioned in the schedule of Rates shall prevail over those indicated in Technical specifications.

7.0 Rate Quantum and Quality of Work

7.1 The works and "Schedule of Items/Rates/Price" wherever appearing in the tender documents shall have the same meaning.

7.2 The Bill(s)/ Schedule of quantities is (are) to be read in conjunction with the tender, general and particular specifications, general and special conditions of contract and drawings. These documents are jointly complimentary to each other and are explanatory and descriptive of the works involved in the contract where the provision in the description of the item in the bill of quantities are at variance with the provision in the general conditions, special conditions, technical specifications and drawing, the provisions in the description of the item shall take precedence.

7.3 Tenderers are advised to go through the tender provisions carefully and quote their rates taking in to account all the various provisions of these documents and/or which are not specifically brought out by the tenderer at the time of submission of tender.

- 7.4 The drawings attached with these documents are for the purpose of tender only, giving the tenderer the general idea of the major and extent of works to be executed. Detailed approved construction drawings will be issued after final engineering for the purpose of construction. The rate quoted by the tenderer shall be deemed to be for the execution of works in accordance with the construction drawings to be supplied taking into account the design aspect of these drawings and the specifications of M/s BHEL - HPVP / Consultants for materials and workmanship.
- 7.5 The quantities of work shown in the bill of quantities are approximate and shall not be considered to be limiting the scope of the work in any way. Work shall be measured on completion and priced at the rates quoted in bill of quantities under the relevant item of works.
- 7.6 General directions and descriptions of works and materials given elsewhere in the tender documents are not necessarily repeated in the Bill(s) of quantities. References are to be made with the other documents for the full information details.
- 7.7 The tenderer shall be deemed to have visited the site before submitting the tender and to have examined for self the conditions under which the work will be carried out Risks and contingencies, means of access to site. Sub- soil conditions including local conditions effecting labour and material procurement and to have studied the items of the Bill(s) of quantities, the specifications and drawings and to have satisfied himself that the rates quoted by him/them provide for all minor accessories and contingent works or services necessary for the works described even though they are not specifically defined there in.
- 7.8 Unless otherwise specified in the description of items of work in Bill(s) of quantities the rates quoted by the tenderer shall be for all heights and depths.
- 7.9 The specifications for the entire work shall be in accordance with Technical Specifications / I.S. Codes.
- 7.10 IS Codes / specifications referred shall mean latest IS code/ specification amended upto date.
- 7.11 All materials / fittings shall be of approved quality / make / brand. All samples shall be arranged for approval.
- 7.12 The rates for the earth work in excavation in the bill of quantities is to be given including bailing out ground water, seepage water from open drains etc., and rain water if any encountered during excavation. During excavation proper supports, props, shoring etc., are to be provided to avoid damages for the existing drainage line, electrical cables and existing foundations etc., at no extra cost.
- 7.13 The rates quoted shall be deemed to be inclusive of cost of all materials, consumables (except as indicated in SOQ) labour as may be required for the construction on full protection of the work described, together with all general risks involved. Liabilities and obligations set forth or implied in the documents on which the tender is based.
- 7.14 Unless otherwise provided in the schedule of quantities and the rates for all concrete construction work shall include for providing necessary cutouts etc., for various electrical and other equipment and nothing extra shall be paid for the same. The position of various inserts and cutouts etc., shall be indicated in the detailed drawings.
- 7.15 Rates for plastering works shall include for making grooves, drip courses, moldings and bands etc., wherever required and nothing extra shall be paid for the same.
- 7.16 The rates quoted shall remain firm and valid for the quantum of work till completion of work.

- 7.17 The quantities mentioned in schedule of items are approximate and may increase or decrease during the execution. Payment will be made for the actual quantities duly certified by BHEL site In-Charge at the agreed scheduled rates. There will be no charge in the scheduled rates even if the actual quantities found to be either less or in excess of schedule quantity in respect of any one or all items.
- 7.18 No price variation shall be allowed in respect of items having a “Lump sum Price” even if there is any variation in the actual quantum of work for such items.

8.0 Measurement of Work

- 8.1 Mode of measurement will be as per IS: 1200 for Civil works and IS: 800 for the structural work. Mode of measurement for the earthwork will be as per relevant IS Codes.
- 8.2 For all payment purposes measurements will be based on the execution of drawings. Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of Engineer-In-Charge. In such cases payment will be made on actual measurements. Measurements will be made in units as indicated in schedule of rates.
- 8.3 Measurement of weights will be Metric Ton corrected to the nearest kilograms.
- 8.4 Linear measurements will be in metre corrected to the nearest centimeters.
- 8.5 Measurement of supply items shall be made as per units and quantities indicated item wise in schedule of rates.
- 8.6 All temporary lines and equipment required for flushing, testing, draining shall be provided, installed and dismantled by contractor within the quoted rates.
- 8.7 Open ends of pipes shall be blanked for hydrostatic test and these blanks shall be removed and edge preparation shall be provided, installed and dismantled by contractor within the quoted rates.
- 8.8 Open ends of pipes shall be blanked for hydrostatic test and these blanks shall be removed and edge preparation shall be done after testing is completed by the contractor within his quoted rates. Any loss or damage to free-issue materials while in contractor's custody shall be recovered from the contractor at 200% book value or market rate whichever is higher.
- 8.9 The rates quoted for items such as fixing of inserts, foundation bolts etc. shall include the supporting structure, template etc. as required as site including welding and no extra will be paid for these. The payment will be made for the weight of insert, foundation bolt, nut and washers only. Any reinforcement structural used for positioning the bolt during the concreting will be taken in to account for reconciliation purposes only.

SCOPE OF SUPPLIES, FACILITIES AND RESPONSIBILITIES

1.0 Construction Water

- 1.1 Water will be provided by BHEL- HPVP free of cost at one single point and the contractor has to arrange at his own arrangements for further distribution at his own cost. Rate quoted for the respective items shall be inclusive of this.

2.0 Construction Power

- 2.1 BHEL-HPVP will provide power at point and the contractor has to make his own arrangements for further distribution (Like cable laying main switches, distribution boards,ELCB etc.,) at his own cost. Rates quoted for the respective items shall be of this. If power is not available, contractor has to make his own arrangements for operations of contractor's equipments ie for operation of vibrators, mixer machine, pumps and welding machine etc.,

3.0 Materials to be supplied by BHEL- HPVP

- 3.1 BHEL- HPVP will supply the following materials to contractors. However some minimum quantity supply of reinforced steel and structural steel are also added in schedule of items rates for contractor's scope of supply at site.

- a) Reinforcement steel
- b) Structural steel

The materials procured by BHEL-HPVP directly from market the same will be delivered or collect from BHEL-HPVP stores and the contractor should arrange unloading, stacking free of cost and acknowledging the material immediately. The contractor shall bear all other cost including site lifting, carting from issue point to site contractor's stores. Custody and handling etc., and return of surplus / serviceable scrap material to BHEL-HPVP's storage points and no separate payment for such expenditure will be made.

- 3.2 All steel shall be issued in available lengths, shapes and no claim for extra payments on account of issue of non-standard lengths out of shape shall be entertained. Materials received from the manufacturer / stockiest will be issued to the contractor

Tor steel shall be issued on weightment basis either from the stores or directly from the lorry. The contractor has to arrange for unloading the same at his stores free of cost. Structural/Tor steel may also be issued on the basis of linear measurements and the corresponding weight will be calculated as per IS standards. For the purpose of billing and accounting only linear measurements will be taken with standard weights and any difference in weight based on the linear measurement and actual weight shall be to contractor's account. Quoted price shall be deemed to include the above and the wastage mentioned below. No claim whatsoever shall be entertained on account or wastages and difference in weights as referred to above.

4.0 Cement and steel for Concrete Works

- 4.1 Contractor to construct a suitable size cement godown at his own cost for proper storage of the free issue cement and steel. In case any damages for the same, materials will be back charged to the contractor.

- 4.2 The cement / steel thus issued shall be strictly accounted for, by the contractor. The quoted rates shall also include all the wastages / cutting allowances / scrap etc. the contractor shall maintain proper records of stock and consumption of these materials.

Consumption of Cement

- 4.3 Schedule of standard norms for consumption of cement is enclosed. Final accounting of cement consumption will be based on statement enclosed. For those items, which are not covered in this statement, C.P.W.D consumption standards will be taken for reference.

5.0 Wastage Allowances

Applicable only to the materials to be supplied by BHEL-HPVP / CONSULTANT either free of cost or at issued rates.

5.1 Cement

BHEL-HPVP will not supply cement. Supply of cement is in the scope of contractor only. However the brand of used will be approved by the engineer -in- charge. The grade of cement should be OPC-43/53 as per relevant I.S code.

5.2 Steel Reinforcement

Authorized accountable wastage of 0.5% of the requirement is allowed. Towards cut pieces up to 3% of accountable wastage is allowed. All cut pieces shall be returned to BHEL-HPVP site stores separating the scarp and unused bars. If the contractor fails to return the 3% accountable wastage (the reason should be satisfactory to BHEL-HPVP) penal recovery will be effected at the rate double the landed cost of BHEL-HPVP's / Owner / Consultants procurement rate or prevailing market rate whichever is higher. Cut lengths of M.S and tor steel bars of lengths less than 2.0 mts shall constitute scrap. While 2.0 mts and above shall be considered as serviceable and returnable material, provided the material is in good and acceptable condition. All scrap shall be returnable to the owner / BHEL-HPVP stores category wise failing which recovery will be at a rate equivalent to twice the landed cost of the material prevailing market rates as on the date from final bill. For non-accounting of these free-issue materials at issue rates by the contractor over and above the actual consumption as determined by the Engineer-In-Charge plus scrap allowance determined by the Engineer-In-Charge, recovery shall be effected at the rates equivalent to twice the landed cost of material / prevailing market rate as on the date from final bill.

- 5.3 Any unused quantity of steel and cement not returned and wastage / loss / consumption beyond specified agreed limits shall be charged at penal rate which will be two times the market rate or landed cost s on date (which ever is higher). The theoretical consumption of steel and cement required for the work will be calculated on the basis of approved drawings / joint measurements. In the case of cement the theoretical rates of consumption shall be decided by Engineer-in-Charge as mentioned above and his decision in this regarding shall be final and binding on the contractor.

- 5.4 On completion of work the contractor shall submit material reconciliation statement for all materials issued by the BHEL - HPVP / CONSULTANT.

- 5.5 Every month the contractor shall submit an account for the materials issued by the BHEL-HPVP / CONSULTANT site store in the proforma prescribed by the Engineer-In-Charge.

6.0 Structural steel

All structural steel plates, sections like angles, beams, channels etc., if any are in the scope of BHEL-HPVP.

7.0 Concrete Mix

All major concreting shall be with **ready mix concrete only**. For other concrete works, concrete shall be either ready mix concrete or weigh batching the ingredients after obtaining prior approval from BHEL-HPVP/CONSULTANT. In case of weigh batch mix, the mixtures and the weigh batchers shall be maintained in clean, serviceable condition. The accuracy of the weigh batchers shall be periodically checked by approved agencies and the calibration certificates are to be produced. They shall be set up on firm ground and hoppers shall be loaded evenly. The needle shall be adjusted to zero when the hopper is empty. Fine and coarse aggregate shall be weighed separately. The contractor shall establish the design mix for all grades of RCC works with necessary testing to establish specified strength at approved laboratories and submit for the approval BHEL-HPVP / CONSULTANT well in advance of commencement of works.

The contractor will have to submit their design mix for different grade of concrete keeping in view the requirements stipulated in IS: 456 specifically regarding slump and water-cement ratio and specific gravity of materials brought to site as analyzed in the laboratories. The design shall be based upon absolute volume method and theoretical consumption of cement shall be worked out on this basis. For other than concrete items, the coefficient for consumption of cement shall be adopted as per CPWD Practice. The theoretical consumption of cement thus worked out shall be binding upon the contractor for reconciliation of cement by BHEL-HPVP. For any excess or under consumption based on these coefficients the contractor shall be suitably penalized.

8.0 Contractors Scope of Supply of Materials

Contractor scope of supply includes all materials (unless specified as BHEL-HPVP's scope of supply) for the entire completion of works.

8.1 Responsibility of Contractor

8.2 No land will be available for labour hutments but for temporary site office, stores to the extent area available can be provided. The contractor has to construct his site office, stores etc. and no material will be given for the same. Site office, storage area and fabrication yard allotted to the contractor shall be barricaded and should keep his security personnel for the safety of the materials etc. The contractor should construct cement godown at his own cost to accommodate at least three months peak consumption capacity adopting standard specifications. The contractor should establish the laboratory at site as required for testing of civil engineering works/ materials.

Owner / BHEL - HPVP can ask the contractor to vacate the premises in 7 days time on security reasons, national interest or otherwise. The services shall be maintained in most hygienic condition at all times. On completion of the job this shall be dismantled, cleared of debris and handed over.

8.3 All expenses towards mobilization at site and de-mobilization including bringing in equipments clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

- 8.4 It shall be entirely the contractor responsibility to provide, operate and maintenance all necessary construction equipments, scaffolding and safety gadgets. Cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner to be arranged by the contractor and complete all the jobs as per time schedules.

Preparing approaches and working area for the movement and operation of the cranes, leveling the areas for assembly and erection shall be the responsibility of the contractor. The contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotations. The contractor may have to build temporary access roads to aid to his own work will be inclusive of supply of all these items.

9.0 Construction Equipment and Site Organization

9.1 Construction Equipment

- a) The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer-In-Charge depending on the exigencies of the work so as to suit the construction schedule. The tenderer shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the owner.
- b) The contractor must have adequate no. of the following equipments along with skilled operators for the same as per the exigencies for execution of works.

Weigh batches, Concrete mixtures, vibrators (Pin and screwed), Vibro Rammer, Road roller etc.

- De watering pumps
- Motors and Winches of suitable capacity. Power distribution boards/cables. DG power sets.
- Crane of suitable capacity / material handling equipment Tractor, Trailer
- Working platforms along with ladders, inspection cage, wire ropes of required capacity, d-shackles etc.
- Welding rectifier / transformer with welding cables. Drilling machine as per the requirement.
- Laboratory equipments.

- 9.2 In case contractor does not own the above equipment they should satisfy BHEL-HPVP with necessary documentary evidence of their arrangements made to hire / acquire the same along with the skilled operators. Decision of Engineer-In-Charge regarding deployment of equipment in sufficient nos. shall be final

- 9.3 Subject to the provisions in the tender documents and without prejudices to contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work. The tenderer shall submit the details of minimum site organization proposed by him. Site In-Charge with legal power of attorney should be posted.

10.0 Sub-Contractors

The contractor shall not sublet any portion of the contract without the prior written approval of the accepting authority (OWNER / BHEL-HPVP)

11.0 Supply of Skilled and Unskilled Labour

The rates for supply of skilled, semi skilled and unskilled labour to BHEL - HPVP on the instructions of Engineer-In-Charge works not susceptible for measurements is as follows.

- 1) The rates shall be paid by BHEL-HPVP to the contractor inclusive of minimum wages payable to each category of workers as per minimum wages notified by the respective state government during the currency of this contract plus statutory payment of PF, ESI and sundry wages.
- 2) No payment will be made towards contractor's supervision, overheads and profit.
- 3) Payment for the part of a day shall be made on pro-rata basis considering a day of 8 hours.

12.0 Co-ordination with Other Agencies

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of Engineer-In-Charge shall be final and binding on the contractor.

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DRAWINGS, SPECIFICATIONS AND INSPECTION OF WORKS

1.0 Drawings and Documents

The drawings accompanying the Tender document are indicative nature of work and issued for tendering purpose only. Purpose of these drawings is to enable the tenderer to make an offer in line with the requirements of the BHEL- HPVP. However no extra claim what so ever shall be entertained for any variation in the "Tender Drawings" regarding any change of work.

- 1.1 Detailed construction drawings will be issued progressively from the date of starting of the contract period. Depending on the priorities, works are to be planned accordingly. If any revisions called for will be made minor change during execution.

2.0 Specifications

The standard specifications for various works are to be followed as per relevant I.S codes and standard practice and other enclosed contract documents & scope of work of contractor. It is clearly understood that the scope of work as indicated in contract document is indicative and the contractor shall be responsible for completion work in all respects without any limitations.

3.0 Tests and Inspection

- 3.1 The contractor shall carry out the various tests as enumerated in the technical specifications of these tender documents and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in the schedule of rates.
- 3.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the contractor shall be carried out by contractor at his own cost as per relevant standards and as per contractual obligations and the results shall be submitted. Materials and concrete cubes will be tested by Consultant / Owner in their site laboratory if required and their results are final and binding on the contractor. Manufacturer test certificate shall be submitted as desired by BHEL-HPVP / CONSULTANT.
- 3.3 The work is subject to inspection of all times by Engineer-In-Charge / Owner / Consultant. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specification of this tender. The technical documents and relevant codes of practice furnished to him during the performance of the works.
- 3.4 The work not confirming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- 3.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-In-Charge. The reports shall form part of the completion documents.
- 3.6 Inspection of works at all stages shall be done by BHEL-HPVP / CONSULTANT.
- 3.7 Inspection and acceptance of the work shall not relive the contractor from any of his responsibilities under this contract.

- 3.8 All guarantee certificates for specialized jobs like anti treatment, water proofing etc. should be obtained from the expert agencies engaged by the contractor and these should be submitted on the closure of contract in the name of BHEL-HPVP in the prescribed form.
- 3.9 All building and equipment foundations shall be marked for levels, centerline of foundations; pockets etc. and obtain the clearance certificate from mechanical / electrical agency.
- 3.10 All foundations bolts projecting above foundations shall be applied with grease and wax paper. Nuts and washers are to be handed over to stores.

4.0 Final Inspection

All completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to contractor these shall be attended by the contractor at his own cost as and when they are brought to his notice by BHEL-HPVP / CONSULTANT.

The owner/BHEL shall have the right to have right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

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TIME SCHEDULE

1.0 Time of completion

- 1.1 The work shall be executed strictly as per time schedule given. The period of completion given includes the time required for testing / rectifications, if any retesting and completion in all respects to the entire satisfaction of Engineer-In-Charge.
- 1.2 A joint programme of execution of work will be prepared by the Engineer-In-Charge of BHEL-HPVP and Contractor.
- 1.3 The successful tenderer shall submit a bar chart / net work indicating various activities wise within ten days of date of LOI which shall have a bearing on the contract period.

2.0 CONSTRUCTION / PROGRESS REPORTS

- 2.1 Contractor shall make every effort to keep BHEL adequately informed as to the progress of the work throughout the contract period. Contractor shall keep BHEL-HPVP informed well in advance of the construction schedule so as to permit BHEL-HPVP to arrange for requisite inspection to be carried out in such a manner as to minimize the interference with the progress of the work. It is imperative that close co-ordination be maintained with BHEL-HPVP / CONSULTANT during all phases of the work.
- 2.2 By second day of each month contractor shall furnish BHEL-HPVP a detailed report covering the progress as of the last day of the previous month. These reports shall indicate actual and the scheduled percentage of completion as well as general comments of interest on the progress of various phases of the work.
- 2.3 Once a week Contractor shall submit a summary of the work accomplished during the preceding week in the form of percentage completion of the various phases of the work to BHEL-HPVP.
- 2.4 Progress reports shall be submitted by contractor with documents such as charts, networks, photographs, test certificated etc., such progress reports shall be in the form and size as may be required by BHEL-HPVP and shall be submitted in at least three copies.
- 2.5 Monthly / weekly construction programme will be drawn up by Engineer-In-Charge BHEL-HPVP jointly with the contractor based on availability of work fronts. The contractor shall scrupulously adhere to these targets programmed by deploying adequate personnel and construction tools and tackles and he shall also supply all materials in his scope of supply in time to achieve the targets set out in the weekly and monthly programmes. In all matters concerning the extent of targets set out in the weekly and monthly programme targets and the degree of achievements, the decision of the Engineer-In-Charge shall be final and binding on the contractor.
- 2.6 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of the work done on previous day in the Performa prescribed by the Engineer-In-Charge.
- 2.7 All works shall be completed within time schedule from the day of issuing the letter indent. Fronts shall be given for working to other agencies and finishing shall be done close co-ordination with the agencies working at site.
- 2.8 If there is a delay in completion due to departmental delays suitable extension as per conditions of the contract will be given but no claims will be entertained for the over-stay and idle manpower.
- 2.9 If there is a delay in completion due to contractor delay LD (liquidated damages) is to be levied as per the terms of the contract.

PRICE, PAYMENT TERMS AND OTHER COMMERCIAL CONDITIONS

1.0 Schedule of Rates

- 1.1 The schedule of rates shall be read in conjunction with the special conditions of contract, General Conditions of Contract, Technical Specifications, drawings and other documents forming part of this contract.
- 1.2 All items of work in the schedule of rates shall be carried out as per the specifications, drawings and instructions of the Engineer-In-Charge and the rates are inclusive of materials wherever material is included in the scope of contractor with all consumables, labour, supervision, intermediate / auxiliary / ancillary or enabling works.
- 1.3 Schedule of rates submitted by the tenderer shall be the same copy of the schedule of rates enclosed with the tender document.

2.0 Works Contract

The entire work as per scope of work covered under this contract shall be treated as “Works Contract”. The contractor should submit TIN number. The present WCT is 5% if TIN number is furnished / submitted. If TIN number is not available W.C.T shall be 20 %.

- 2.1 **The prices shall be inclusive of all taxes and duties whatsoever including sales tax on works contract as applicable in respective state. BHEL-HPVP will not issue any ‘C-Form’ for supply of any item / equipment. The price shall be inclusive of Excise Duty, Customs Duty on all imported items / equipments, in case the same is applicable in respective states.**
- 2.2 Wherever the Sales Tax on Works Contract tax is deductible at source the same will be deducted from the contractor’s bills and paid to the authorities. The proof of such payment of sales tax on works contract will be furnished.

3.0 Taxes, Octroi, Royalty and Cess

The price quoted shall be inclusive of all taxes such as Sales Tax, Excise Duty, Turnover Tax, Works Contract Tax, Octroi, Royalty and CESS as on date of submission of tenders. Any statutory variation (both plus and minus) in rate of excise duty, sales tax and other taxes after the closing of the date of Tender Revised Bid as the case may be as indicated above but within the contract delivery completion period will be refunded/reimbursed if any, on documentary evidence of the payment made by the contractor.

4.0 Security Deposit

Security Deposit shall be collected from the successful tenderer. The rate of security deposit will be as follows.

- a) Up to Rs. 10 lakhs : 10%.
- a) Above Rs. 10 lakhs up to Rs. 50 lakhs : Rs1 lakh + 7.5% of the amount exceeding Rs.10 lakhs.
- b) Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

For the security Bank Guarantee shall be submitted in BHEL-HPVP approved format and the B.G amount/value to be calculated as per above said norms by the contractor against successful performance of the contract within 10 days from the date of LOI. If B.G. is not submitted, 10% value will be deducted as S.D from the R.A bills. In such cases at least 50% of the Security Deposit amount should be paid before start of the work by the contractor and the balance 50% may be recovered from the bills. EMD of the successful tenderer can be converted and adjusted against the security deposit. The security deposit will not carry any interest.

This Bank Guarantee will be released to the contractor on completion and acceptance of all works by BHEL-HPVP and on submission of Bank Guarantee of equal amount covering for the defects liability period.

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5.0 Secured Advance on Materials

No advance shall be paid towards supply of materials.

6.0 Liquidated Damages

If the contractor fails to maintain required progress of work as per the agreed schedule resulting in delay in completing the work including the site clearance, BHEL-HPVP is entitled without prejudice to its any other right or remedy to levy Liquidated Damages @ ½ % of the Contract value per week of delay or part thereof subject to a maximum of 10% of the total contract value. It is well understood and agreed that, such amounts do represent the reasonable loss suffered by BHEL-HPVP because of delay and It shall not be necessary to establish the actual amount of losses suffered.

7.0 Defects Liability Period

The Defects Liability period for this contract is 12 months from the date of completion of total work and acceptance thereof. The contractor shall be responsible to make good and remedy at his own expenses and defects brought to his notice, which have been developed and notice during the defective liability period.

8.0 Termination of Contract

In the event of any failure on the part of the contractor BHEL-HPVP reserves the right to terminate the contract by giving a notice of two weeks for any of the following lapses and contractual violations.

- 1) Failure to make labour payment in time as per the rules.
- 2) Failure to progress the job according to the agreed schedule.
- 3) Failure to mobilize adequate manpower, tools and tackles and consumable in time.
- 4) Failure to adhere to quality standards of BHEL-HPVP.
- 5) Refuse to co-operate with other agencies working in the same area.
- 6) Failure to resolve labour disputes like strikes etc. within seven days of occurrence.
- 7) Failure to comply with statutory regulations applicable at site.

BHEL-HPVP shall also be free to intervene and take necessary remedial measures. All costs incurred with interest and overheads shall be debited to contractor's account, by such foreclosing or off-loading any part of the contract work.

9.0 Escalation

The prices shall remain fixed and firm for an entire period of contract & No escalation shall be paid on any account including material, labour, P.O.L.

10.0 Mobilization Advance

No mobilization advance shall be given against this work.

11.0 Arbitration

In the event of any dispute, arising out of this contract, the same shall be referred to the sole arbitration of any person who shall be appointed by the Managing Director of BHEL-HPVP at his sole discretion. There will be no objection if the arbitration so appointed is in the employ of BHEL-HPVP Visakhapatnam, it branches offices. It is also a term of this contract that no person other than a person appointed by Managing Director BHEL-HPVP, as aforesaid shall not take place unless and until a written request is received by the Managing Director of BHEL-HPVP from either of the parties to the contractor. The venue of arbitration shall be Visakhapatnam. The award of such arbitrator shall be final and binding on the both the parties.

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12.0 Income Tax

Income Tax deductions shall be made from all payments made to the contractor as per the rules and regulations in accordance with the income tax act prevailing from time to time.

12.1 Income Tax Returns

Copies of the latest IT Returns as submitted to the government of India should accompany the tender. The IT Returns should be in the name of the firm / individual quoting for the work. In the absence of above ITCC tenderer may not be awarded the work tendered for in the light of central government directives / instructions.

13.0 Terms of Payment**13.1 Payment Terms**

- a) R.A Bill payment will be arranged after 30 days from the date of submission of bill or from the date of clearance of the statutory compliance by BHEL-HPVP personnel department whichever is later.
- b) S.D will be recovered at the rate of 10% from the bills if B.G is not submitted for full amount.
- c) Income Tax and Works contract Tax will be deducted as per the statutory rules from time to time. WCT is 5% if TIN number is submitted. If TIN number is not available WCT shall be 20%.
- d) Service tax extra if applicable will be reimbursed on submission of documentary evidence of payment. The service tax applicable for this work is 4.944% at present and contractor is requested to furnish the tax details applicable to your firm.
- e) Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment

14.0 Financial Control

In addition to the above within one month of award of contract, the contractor shall prepare and submit the budget forecast on quarterly basis for the entire duration of the project.

The contractor has to forecast and submit his requirement of Cement and reinforcement steel on monthly basis in advance with details break-up of sections, diameter etc. for steel items commensurate with work plan.

15.0 Final Bill

The final bill payments shall be made from HPVP office, Visakhapatnam only after obtaining the following certificates.

- a. WORK COMPLETION CERTIFICATE issued by Engineer-in-charge / Resident Manager, BHEL-HPVP
- b. NO DUE CERTIFICATE” from Engineer- in – charge / Resident Manager, BHEL-HPVP.
- c. NO CLAIM CERTIFICATE from the Contractor.
- d. Certificate from Resident Manager, BHEL-HPVP for return of all balance free issue materials issued to the contractor and rendering the material account and also certificate that the temporary site office, stores, debris cleaning etc. are duly removed and site handed over in clean condition.

- e. A copy of the working drawings there on all additions and alterations in the process of execution.
- f. Manufacture's test certificates, guarantees and test/inspection certificates.
- g. Certificate from owner's personnel department / labour license authority certifying the compliance of labour obligations.

16.0 Deviations / Variations Extent and Pricing

The Engineer-In-Charge shall have power

- a. To make alterations in omissions from additional to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary are advisable during the progress of the work.
- b. To omit part of the work in case of non-availability a portion of site or for any other reasons and the contractor shall be bound to carryout the works in accordance with any instructions given to him in writing signed by Engineer-In-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided there in and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work which radically changes the original nature of the contract shall be ordered by the Engineer-In-Charge as a deviation and in the event of any deviation being ordered which is in the opinion of the contractor changes the original nature of contract he shall nevertheless carrying out and he disagreement as to the nature of work and rate to be paid thereof shall be resolved in accordance with clause under arbitration of General condition of contract.

16.1 The time of completion of works shall in the event of any deviations resulting in additional cost over the contract sum being ordered be extended as follows if requested by the contractor.

- a) In the proportion which the additional cost of the altered, additional or substituted bears to the original contract sum plus.
- b) 25% of time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-In-Charge. Rates for such additional altered substituted work shall be determined by the Engineer-In-Charge as follows:
 - i. If the rate for additional, altered or substituted item of work is specified in the schedule of quantities the contractor shall carry out the additional altered or substituted item at the same rate. In the case of composite tenders where two or more schedules of quantities may form part of contract the applicable shall be taken from the schedule of quantities that particular part in which the deviation is involved. Failing that the lowest applicable rate for the same item of work in the other schedule of quantities.
 - ii. If the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities the rates for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedules of quantities form part of the contract the rate shall be derived from the nearest similar item in bill of quantities of the particular part of works in which the deviations is involved failing that form the lowest of the nearest of the similar items in other schedule of quantities.
 - iii. If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub paras 1&2 above then such item of work shall be carried out at the rate entered in the Schedule of rates plus minus the percentage by which the tendered amount of works actually awarded is higher or lower than the estimated amount of the works actually awarded.

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- iv. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras 1,2,&3 above then rate for such item of work shall be derived from schedule of rates specified in sub- para 2 above plus minus the percentage mentioned in the sub-para. Provided always that if the rate(s) for part(S) of an item(s) is or not specified in the schedule of rate(S) for such part(S) shall be determined by the Engineer-In-Charge on the basis of the purchase price as per supported by the vouchers unless the Engineer-In-Charge finds the purchases price unreasonable. In the latter event the price shall be determined on the basis of market rates(S) prevailing during the fortnight following the date of the order.
- v. If the rate for any additional, altered or substituted items of work can not be determined in the manner specified in sub-paras 1 to 4 above. The contractor shall within 14 days or the date of receipt of the order to carry out the said work, inform the Engineer-In-Charge at the rate which he proposes to claim for such item of work supported by analysis of the rate claimed and the Engineer-In-Charge shall, within 3 months there after giving the due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(S). In the event of the contractor failing to inform the Engineer-In-Charge on the basis of marker rates(S). the rate will be negotiated with the contractor by the departmental committee and the committee recommendations shall be final and binding on the contractor. The work should be carried out without stoppage and contractor can seek redressal thro' arbitration clauses if he is not satisfied with the rate fixed by the committee.

17.0 Other Commercial Conditions

The following details are required to be submitted in separate files along with tender.

- a) The successful tenderer shall submit a Bar chart Network indicating various activities, building area wise within one month of date of LOI which should have a bearing on the contract period.
- b) Details of similar works executed by the tenderer in the last Seven(7) years as per proforma given in this document with names and postal addresses of clients along with copies of work orders exactly as per Attachments –A.
- c) List of equipment proposed to be deployed for work exactly as per attachment-B
- d) Details of con-current commitments giving contract value, details of work, date of commencement of work, percentage completed as on date and the schedule date of completion exactly as per Attachment-C.
- e) Site organization chart with names and Bio-data of Resident Engineers etc., Details of progressive build up envisaged of skilled personnel at site.
- f) Income tax returns copies.
- g) Power of attorney in the name of the person who has signed the tender document.
- h) Balance sheet and annual turn-over statement duly audited for the last three (3) years.

18.0 Contract Agreement

- 18.1 Contract document for agreement shall be prepared after award or works which is intimate to the successful tenderer either by a e-mail / telegram / telex / fax / Details letter of Indent. Until the final contact documents are prepared and executed these tender documents together with the annexed documents modifications. Deletion agreed upon by BHEL- HPVP and the tenderers acceptance there of shall constitute a binding contract between the successful the BHEL-HPVP based on terms contained in the above said documents and finally submitted and accepted price schedule.

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The contract documents shall consist of the following.

- a) Telex / Telegram of Intent.
- b) Detailed letter of intent along with its enclosures.
- c) Original Tender documents with its enclosures and addendum issued if any.
- d) Agreement on Rs.100/- non-judicial stamp paper.

18.2 The statement of agreed deviation shall be prepared based on the finally retained deviation, if any, by the tenderer and all correspondence and minutes of meeting held between BHEL-HPVP and the tenderers prior to the issue of fax of intent shall form the part of the contract. Any deviation or stipulation made and accepted by BHEL-HPVP after the award of the job shall be treated as amendments to the contract documents made as above.

19.0 Risk Purchase

In the event of failure on the part of the contractor to meet the work completion schedule as per the terms and conditions of the contract or in the event of the contractor abandoning the site clearing the works incomplete or fails to procure necessary items facilities, BHEL-HPVP is free to do / procure the same either of its own or through any other agency at the entire risk and cost of the contractor. The decision of Engineer –in-charge / Site In Charge of BHEL-HPVP in this context is final and binding on the contractor. Such costs shall be debited to the contractor's account.

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STATUTORY AND OTHER OBLIGATIONS**1.0 Statutory Requirements**

- 1.1 Contractor shall not be responsible for obtaining statutory approvals / clearances from authorities like municipal corporations, development authorities, electricity department, Chief inspector of factories, DGMS, CCE and other concerned authority as required for the completion of work.
- 1.2 The contractor should obtain the labour license in the name of contractor at his own cost for the purpose of executing this contract and is totally responsible to maintain all required statutory registers. BHEL-HPVP will only sign the documents as per the requirement.
- 1.3 The contractor will have to get clearance from project personnel section of personnel department of BHEL-HPVP before submission of final stage of progress payment bill for the job and also monthly wage sheets and proof of statutory payments such as ESI, EPF etc. paid shall be submitted along with RA bills without which payment will not be released.

The application on behalf of the BHEL-HPVP for submission for any statutory inspection along with copies of required certificates complete in all respects shall be done by the contractor and submitted to the BHEL-HPVP personnel department/ Engineer-In-Charge for onward transmission. The actual completion of work of statutory inspection shall be arranged by the contractor and necessary co-ordination and liaison work in this respect shall be arranged by him.

- 1.4 Contractor has to maintain all labour records, submit returns / records and satisfy BHEL-HPVP and labour enforcing authorities for smooth working.

2.0 Safety and Security Regulations

The contractor shall abide by the safety and security regulations and provide safety equipment for all the labour engaged directly or indirectly as enforced by BHEL-HPVP from time to time and should post a safety engineer at site for the entire contract period.

3.0 Laws Governing the Contract

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

4.0 Disputes and Legal Jurisdiction

Notwithstanding anything contained in any document what so ever all cases, suits, petitions actions etc. including that may arise out of bank guarantees, arbitration etc under this contract shall be filed, instituted, tried and auctioned only in the courts and tribunals and forums etc. situated at Visakhapatnam and nowhere else, even though such jurisdiction may also vest with other courts, tribunals and forums situated in other places in the country.

5.0 Contractor's Liability and Insurance

Contractor has to ensure for all his labour, tools, and tackles, free issue materials etc. at his own cost. From commencement to completion of the works the contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damages and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or part thereof and all companies T&P from an cause whatsoever and shall at his own cost repair and make good the same work so that the time of the completion of the works and all T&P shall be in good order and condition and in conformity in every respect with the requirements of the contract.

Before commencing execution of the work the contractor shall with out in any way limiting his obligations and responsibilities under this condition ensure against any damages, loss or injury which may occur to any property or any person by or arising out of carrying of the contract.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-In-Charge as agreed to their cancellation.

In the event of any dispute or differences between the sub-contractor / contractor and the BHEL-HPVP as regards the payments, claims or other matters arising out of a contract, the sub-contractor / contractor hereby undertakes and agrees that such disputes, claims etc. shall be resolved as per the provisions and machinery under the contract only and the same shall not be related or linked up with any other contracts whatsoever and that the work in respect of other contracts shall not be stopped hindered or dislocated.

- 6.0** The following documents shall be submitted by the contractor
- a) Materials test certificates
 - b) Batch test certificates from manufactures for electrodes
 - c) Welder qualification reports
 - d) Hydro static and other test reports
 - e) Tolerances obtained for erected structures
 - f) Any other certificate reports, guarantees etc as required for the works

7.0 Site Cleaning

- 7.1 The contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

Working site should be always kept cleaned upto the entire satisfaction of the Engineer-In-Charge before handing over any work to BHEL-HPVP, to contractor in additional to any other formalities to be observed as detailed in the document shall clear the site to entire satisfaction of Engineer-In-Charge.

8.0 Order of Works / Permission / Right of Entry / Care of Existing Services

8.1 Existing Services

- 1) Drains, Pipes, cables, over head wires and similar services encountered in the course of the works shall be guarded from damages done by the contractor at his own cost so that they may continue in full and uninterrupted used to the satisfaction of the owner there of.
- 2) Should any damages be done by the contractor to any pipes, cables or lines (whether above or below ground) whether are not shown on the drawings. The contractor must make good or bear the cost of making good the same without delay to the satisfaction of the engineer.

9.0 Secrecy of Agreement

The documents, specifications, drawings etc. furnished are specifically meant for execution of the work and same shall not be used for any other purposes of divulge to any other agency contractor will be solely responsible for the custody of the above documents etc. and criminal proceedings will be instituted for violation if any under official secret act.

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SCOPE OF WORK

Sub: Tender for Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting after removal of existing AC sheeting in Factory Building No-I at BHEL- HPVP, Visakhapatnam.

The detailed scope of work is as follows.

- a. The existing AC sheet roofing, side sheeting, ridges, barge boards, gutters, louvers, G.I. sheet etc., are to be dismantled / removed.
- b. AC sheets / G.I. sheets are to be removed such that good sheets are not damaged while removing and are to be stacked, transported & handed over to stores as per the instruction of site in charge.
- c. G.I. bolts are to be unscrewed /cut and AC sheets are to be removed from roof & side sheeting so that good sheets are not damaged while removing.
- d. All the scrap material & usable material shall be segregated and scrap material to be dumped at the dumping yard and serviceable material to be handed over to stores.
- e. All the removed G.I. bolts / structural steel, if any, to be stacked and handed over to stores.
- f. The structure after the removal of sheeting is to be inspected for the damage of roof structural members like any of the truss elements, purlins, tie rods etc., if they are slightly bent and if the structural member can be rectified by removing bend etc. The same is to be done by the contractor and included in the scope of work, for which item is included in SOQ.
- g. If the roof structural element is to be replaced, then the respective element is to be carefully cut & removed and shall be replaced with new structural member by contractor for which also, item is included in the SOQ.
- h. The roof trusses, plan bracings, top chord bracings bottom chord bracings purlins, rafters, side runners structural members are to be wire brushed, cleaned & one coat of Aluminum paint as per the specification to be painted on the above roof structure before fixing of sheets.
- i. Supply & fixing of Galvalume roof sheets in different shapes & sizes as required for roof sheeting & side sheeting, ridges, barge boards, louvers, G.I. RW gutters as per the requirement specifications.
- j. G.I. RW gutters are to be provided with sprouts for water to be drained into rain water pipes.
- k. G.I. RW gutter to be bolted / stapled and provide roof leak putty at joints for arresting the joint leakages.
- l. Louvers as per the drawing / or as approved shall be fixed to the monitor roof / side sheeting with 8 mm G.I. bolts to be provided by the vendor only.
- m. All transport, hoisting, required tools, tackles, safety belts, safety nets, drilling gun etc., are in the scope of contractor only.
- n. The sheets are to be fixed with the screws and with EPDM washers apart from this EPDM washers an additional washer plate is to be provided as per the sketch enclosed along with specification for all sheeting.
- o. Supplying & providing roof extractors, as per requirement and as per the specifications given.
- p. A sketch is provided in the tender, which describes roughly the configuration of the shop structure. All the sheets are to be made to the required size, shape and to the required profile and shall be supplied & erected duly taking care of all precautions while erection.

TIME SCHEDULE

Sub: Tender for Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting after removal of existing AC sheets in Factory Buildings of BHEL- HPVP, Visakhapatnam.

SI No	Description of Activity	Month					
		1	2	3	4	5	6
1	Dismantling & removal of AC Roof Sheeting & side Sheeting	_____					
2	Supply of Galvalume Sheets & accessories	_____					
3	Fixing of Galvalume sheets	_____					
4	Structural Steel works	_____					
5	Miscellaneous works					_____	

Note: Detailed schedule shall be made in discussion with the Engineer-in-charge before the starting the work.

SIGNATURE OF THE TENDERER

SPECIAL INSTRUCTIONS TO CONTRACTOR

Sub: Tender for Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting after removal of existing AC sheets in Factory Buildings of BHEL- HPVP, Visakhapatnam

1. Contractor to note that the work is to be executed on the working & shop floor roof and working areas will be given stage wise.
2. It is preferred that the contractor visit the site to know the arrangement of the roof sheeting & accessories different shapes of roof sheeting required and for having any clarifications. By quoting, the tenderer is deemed to have visited the site and got acquainted of all the technical as well as site requirements such as gate passes, safety requirements, labour laws at the place of work before quoting for the subject work.
3. Water & power shall be given at one single point and the vendor is to carry out the extensions as required for his work.
4. All safety rules to be followed for working at a height of about 28 meters. Safety shoes, safety belts, life lines, required nets for the safety of the workers to be arranged by the contractor only.
5. Height permit is to be taken daily before the commencement of work.
6. Contractor has to provide safety net below the roof structure where the workers are working, as a safety measure to protect workers, in case of falling from roof.
7. The contractor has to provide suitable measures, such that the material falling from the top do not damage the machinery at ground level and to prevent accidents to manpower working below.
8. All tools, tackles, machinery etc., required for the completion of the work is to be arranged by the contractor.
9. Contractor has to arrange mobile working platform as required for lifting & shifting of men & materials to roof tops.
10. Contractor has to deploy a safety supervisor for overseeing the safety of his workers working at height.
11. Contractor has to provide one supervisor for each batch.
12. Details of Plant & Machinery available with the contractor are to be given.
13. Details of plant & Machinery to be deployed for the subject work are to be given by contractor.

* * * * *

NORMS FOR QUALIFICATION

Sub: Tender for Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting of the shop floor after removal of existing AC sheets in Factory Buildings of BHEL- HPVP, Visakhapatnam.

Sl. No.	Thrust Area	Score	Tender value Rs. 561.00 Lakhs
I	<p>ELIGIBILITY :</p> <ol style="list-style-type: none"> 1. Separate Registration for EPF, ESI, PAN, Sales tax & Service tax, Proof of IT returns submitted for the last three years (2011-2012 to 2013-2014), Profit & Loss account and balance sheet certified by the auditor. 2. Average annual turnover in the last 3 financial years shall be at least for a value of minimum of Rs. 168.30 Lakhs. 3. During last seven financial years should have successfully completed works either. <ol style="list-style-type: none"> a) Three similar works each not less than Rs. 224.40 Lakhs (or) b) Two similar works each not less than Rs. 280.50 Lakhs (or) c) One similar works each not less than Rs. 448.80 Lakhs 4. Solvency certificate shall be minimum Rs. 224.40 Lakhs (The Certificate should have been issued within 6 months from the date of tender opening) 		
Sl. No.	Thrust Area	Score	Qualification Norms
II	NATURE OF COMPANY	5	
	Public Limited	5	
	Private Limited / Partnership firm	3	
	Sole Proprietor	2	
III	Similar Experience in Supply and Laying or laying of Aluminium zinc alloy coated high tensile steel sheet work.	40	
	Total Value of Aluminium zinc alloy coated high tensile steel sheet works executed in the last three years. (Pro-rata for in between cases)	40	Rs. 1009.80 Lakhs
	More than	24	Rs. 504.90 Lakhs

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Sl. No.	Thrust Area	Score	Qualification Norms
IV	Performance on previous works	20	
	Successful completion of three major works in time (Each not less than Rs. 224.40 Lakhs)	20	
	Successful completion of two major works in time	16	
	Successful completion of one major works in time	12	
V	Highest value of single work completed	10	
	(Pro-rata for in between cases)	10	Rs. 448.80 Lakhs
	More than	6	Rs. 224.40 Lakhs
VI	Equipments / Tools & Plants owned	10	
	Drilling Machines, Lifting tackles, sheet cutting scissors, safety ladders, nets and ropes for life line.	10	
	Drilling Machines, Lifting tackles, sheet cutting scissors, safety ladders, ropes for life line.	6	
VII	Qualified staff availability	5	
	Four Supervisors & 30 Skilled labourers along with site in charge available.	5	
VIII	Financial Stability (Solvency)	10	
	(Pro-rata for in between cases)	10	Rs. 448.80 Lakhs
	More than	6	Rs. 224.40 Lakhs
	Total	100	

Note : Minimum score required for qualification is 60 out of 100.

SPECIFICATIONS / DRAWINGS**I. SPECIFICATIONS FOR CONTINUOUSLY PRE PAINTED GALVALUME TRAPEZOIDAL SHAPE ROOF SHEET****Roof Sheet**

Continuously pre painted Galvalume trapezoidal shape roof sheet, cladding sheet, ridge, barge board, plain sheet, Louvers etc.

Specification:

Continuously pre painted Galvalume steel sheet conforming to following.

Base Metal – High Tensile Steel of 550 MPA Yield Stress conforming to ASTM A 755/A 755M.

Nominal Thickness : 0.5 mm Total thickness after coating – 0.535 mm.

Galvalume Coating: Base metal shall have hot dip metallic coating of Aluminium – zinc alloy with coating of 150 gms / Sq.m total on both sides conforming to class AZM 150 as per ASTM A 792/ A 792M.

Top side Paint : 20 Microns minimum of silicon modified paint (SMP) over 5 microns of primer. Colour of top side paint : BLUE-RAL 5012.

Bottom side Paint - 7 Microns minimum of alkyd backer colour Grey – RAL 9002.

Sheet Profile – Minimum Depth of 30 MM and maximum pitch of 190 MM.

THE SHEET SHOULD BE CAPABLE OF RESISTING WITHIN THE SAFE LIMIT, A LOAD OF MINIMUM 250 KG / SQ.M FOR A SIMPLY SUPPORTED SPAN (SINGLE SPAN) OF 1.4 M. THE SUPPLIER SHOULD INDICATE THE PROFILE OF THE SHEET WITH BASIC PROPERTIES TO INDICATE THE LOAD BEARING CAPACITY.

The pre coated Galvalume steel sheets shall meet the following performance standards.

Pencil Hardness	:	F minimum
Formability	:	2-3 t
Specular Glass (60 deg) (ASTM D523)	:	20 – 35 %
Impact Resistance	:	Greater than 10J
Salt Spray Test	:	750 Hours
QUV – Wealtherometer Test	:	1000 Light Hours
Humidity Test	:	1000 Hours
Temperature Resistance	:	100 degree centigrade
File performance	:	Class I

The SMP coated steel sheet in standard colour under normal well washed condition of exposure shall not show any cracking, flaking or peeling of paint

film for at least 10 years. Colour change during service, determined according to ASTM D 2244 should not exceed 5E hunter lab units on light colours.

Sheet size and Description

1. TRAPEZOIDAL SHEET 0.5 X 1057 (COVER WIDTH 975) x length as per convenience / requirement and as per specification indicated.
2. CORNER BARGE BOARD 0.5 x 400 x 2440 as per specification indicated
3. RIDGE PIECE 0.5 x 400 x 2440 as per specification indicated.
4. Plain Sheet 0.5 x 1000 x 3000 as per specification indicated
5. Louvers 0.5 thickness and length as per convenience as per specification indicated.

SELF DRILLING SCREWS

1. For fixing of roof sheets thickness varying from 0.5 to 1.00 mm with structural steel purlins / runners.
2. For stitching of sheets of thickness from 0.5 to 1.00 mm as per the details given below.

SPECIFICATIONS

Hexagonal head self drilling screws conforming to :

1. Material ASTM A48 Grade 1022 (Killed carbon steel) or Australian and international Standard AS 3566 class 3 or equivalent.
2. Case Hardness : 52 -58 HRC case
3. Core hardness : 32 – 40 HRC core
4. Drill Test : 5 mm Test Plate Less than 5 seconds (otherwise to be specified by the vendor)
5. Torque : 100/lb in for 72 hours (otherwise to be specified by the vendor)
6. All screws shall be galvanized.
7. Washer 16 mm dia and above EPDM washer and washer plate (Cyclonic washer).
8. Plastic caps for the hexagonal head, color matching with the sheets.
9. Size :
 - a) For fixing of roof sheets :
 - 6.3 dia 63 mm long maximum thickness drilled DC 12 mm with EPDM & cyclonic washers (fully threaded or to be specified by the vendor)
 - b) For Stitching of sheets :
 - 4.8 dia x 19 mm long (fully threaded or to be specified by the vendor)
10. SCREW GUN : Suitable power operated with hexagon socket.

II. STANDARD SPECIFICATION FOR STRUCTURAL WORKS

1. Broadly, the work under this contract comprises of conveying of raw structural steel sections from BHEL Store to site fabrication shop, fabrication of steel work at the site fabrication shop including one priming coat of Zinc Chromate/red oxide primer, transportation of fabricated steel structures to the erection site including loading, unloading, leading, stacking as required and all handling costs, erection of steel work over prepared foundations or on RCC brackets as the case may be and painting of steel work two coats with approved synthetic enamel ready mixed paint or as specified in the Bill of quantities carrying from BHEL stores and erection of cloaking items etc. complete.
2. If found necessary the tenderer may also be required to supply some raw structural steel sections also as required for this work in accordance with the latest editions of the Indian Standard Specifications noted below:-

IS 2062 & IS 1977. He will be required to submit the necessary test certificates for the materials so supplied for use on this work.
3. The detailed fabrication drawings as approved for fabrication will be the responsibility of BHEL. The Detailed Shop Drawings will be supplied by BHEL to the contractor progressively to suit the fabrication and erection sequence. The Contractor shall not depart from the drawings approved by BHEL without the written permission of the Engineer-in-charge.
4. Based on the detailed shop Drawings approved by the BHEL the Contractor shall prepare at his cost, the Drawing Office Dispatch Lists (abbreviated as D.O.D.L.'s) and get them approved by BHEL. These shall contain the drawing number, the designation of items, number of pieces, based on the section weights as adopted for supply of raw materials without deduction for bolt holes and skew cuts. The DOD Lists shall form the basis for payment.
5. Rate quoted against item(s) of the Bill of Quantities cover the fabrication of all items involved and shall therefore be an Overall-average-rate. The actual quantities for payment shall be based on the drawing office dispatch lists to be prepared by the Contractor and got approved by BHEL as aforesaid.

6. All Civil works like preparation of foundations for columns, including embedding of holding down bolts etc., also have to be carried out and hence included in the present enquiry. All works shall be performed and completed in a thoroughly workmen like manner and the contractor shall follow the best modern practice in the manufacture of high grade structures not withstanding any omission in the specifications.
7. (a) Fabrication shall generally be in accordance with IS 800 (latest issue) entitled "Code of practice for use of structural steel in general building constructions". Welding shall be in accordance with IS 816 entitled "Code of practice for use of metal arc welding for general construction in mild steel". The contractor shall provide necessary splicing as approved by the Engineer-in-charge, to suit the available lengths of raw steel, and no extra amount shall be paid on this account. Any specifications not covered by the Relevant Indian Standard Codes of practice shall be in accordance with the relevant BS or in its absence in accordance with the well established standard Engineering practice to be acceptable to BHEL.

(b) Under the contract, site fabrication is to be adopted for which a suitable site near and inside the factory premises will be made available by BHEL at free of ground rent. The Contractor shall provide all plant and equipments, tools covered sheds and other facilities required for site fabrication work at his own cost.

(c) The Contractor shall take into consideration the existing foundation structures and make necessary provisions in the fabricated components with the approval of the Engineer-in-charge so that proper alignment, vertically and easy connection / erection of structures is ensured, should this involve any extra work on the part of the contractor beyond his normal scope, the same will be paid for at mutually agreed rates.
8. All fabricated steel work shall be given one coat of Red Oxide / Zinc Chromate primer conforming to Relevant IS code before erection. All fabricated steel work shall be match marked suitably to facilitate their erection in position without any difficulty.
9. Materials to be supplied by this organization will be supplied in standard/random sizes/lengths as stocked by BHEL. Hence the Contractor will be required to receive extra materials to cover conversion, wastage, alteration etc. He shall do so without any claim for extra payment, whatsoever on this account.
10. All breakages after the A.C. materials are handed over to the contractor shall be to Contractor's account. As far as possible partially broken A.C. materials should be cut suitably and used for smaller sizes with the approval of BHEL, without any extra claim. A breakage allowance of 3% of the consumed quantity is permissible for A.C. materials, if size of sheets supplied vary with actual requirement the actual size as supplied shall be allowed, for material accounting.
11. The Contractor should prepare in advance cutting lists for materials so as to obtain efficient and economical use of all types of materials including steel.
12. Normally no night work will be permitted. But in case of emergency and urgent in nature where night work is warranted, the Contractor shall arrange for night works providing all facilities including illumination at his own cost, after obtaining written permission from Engineer-in-charge under intimation to Security and Safety Departments.
13. The Contractor shall closely scrutinize all the drawings for the work issued by this organization and bring to the notice of the Engineer-in-charge any discrepancies/ omissions noticed in the drawings before undertaking the actual work.

14. M/s BHEL through their duly authorized representative shall have all reasonable times access to the Contractor's premises or works and shall have the power at all reasonable times to inspect any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The Contractor shall give notice in writing to the inspecting Engineer of BHEL when the materials to be supplied are ready for inspection and test, no materials shall be used on the fabrication work until the inspecting Engineer has certified in writing that such materials have been inspected and approved by him. The contractor shall provide at his own cost all facilities for the required tests on fabricated structures as required by the Engineer-in-charge. Defective fabrication structures shall be made good/replaced by the Contractor at his own cost to the full satisfaction of BHEL. This also applies to loss or damage of raw materials, if special tests only will be borne by BHEL.
15. Weekly progress reports shall be submitted giving in detail the position of receipt of raw materials, progress of fabrication and completion of fabricated structures etc. The contractor shall submit at such times as may be requested by the Engineer-in-charge, schedules showing the programme and order in which the Contractor proposes to carryout the fabrication and erection works with dates and estimated completion times for various portions of the work. Such schedules shall be approved by the Engineer-in-charge prior to the starting of the relevant works.
16. BHEL would expect the contractor to take up simultaneously wherever possible both fabrication and erection of structures especially where a good deal of assembly work, which is in fact a continuation of the fabrication work, is required to be done at site. The painting and cloaking items of works, wherever possible, should be done simultaneously to save time. The Contractor may with the prior approval of BHEL sublet the work. The main contractor shall however, be responsible for all works executed on his behalf by the sub-contractors.
17. SETTING OUT AND ERECTING OF STEEL WORK:
 - a. Erection of steel work shall generally be in accordance with the provision of IS 800 (Code of practice for use of structural steel in General Constructions).
 - b. Site assembly of members on the ground by welding, bolting or otherwise as specified in shall be inspected thoroughly by the Engineer-in-charge, or his authorized representative and approved before erection.
 - c. All equipments, facilities and consumables for site fabrication as well as erection plant requirement, etc., such as derricks, cranes, lifting tackles, wire ropes, chain pulley blocks, jacks, winches etc. as necessary shall be arranged for by the Contractor at his own cost. Care shall be taken to see that all equipments, tools and tackles and wire ropes etc. in use are always in good working conditions and fit for use. For all the tools and plants periodical calibration certificate from approved agency should be obtained. The above lists should be enclosed along with the tender.
 - d. Frames shall be lifted at such points that they will not buckle or deform. Trusses shall be lifted only at nodes. Temporary bracing shall, if required, be provided at no extra cost, to relieve erection stresses.
 - e. In the case of trusses and similar roof structures all or at least a majority of the purlins and wind bracings, shall be erected side by side with the erection of these structures. Columns shall be erected true to plumb, (no screed bars provided and fixed by the Contractor over the prepared pedestals), true to center line, level and gauge of traveling cranes. Alignment of the columns, crane girders and rails shall be done very carefully using high precision survey instruments and necessary adjustments made to suit actual requirements. A list of survey instruments proposed to be used shall be furnished in the tender.

- f. All damages to the steel work caused during the transit or otherwise shall be made good to full satisfaction of BHEL at Contractors own cost, before erection.
- g. It shall be the sole responsibility of the Contractor to ensure accuracy of level, plumb, span and alignment of steel work before erection of other components.

18. PAINTING AFTER ERECTION:

- a) All steel work shall be given two coats of approved brands of first quality synthetic enamel ready mixed paint after erection (over the priming coat already provided). Painting shall be done as per IS 800. The shade, make, quality and other particulars of the paint proposed to be used, shall be subject to prior approval by BHEL.
- b) It is the responsibility of the Contractor to procure sufficient quantities of the approved paints well in advance to ensure their availability in time.

19. TIME ALLOWED (Period of Contract)

The following programme should be strictly followed.

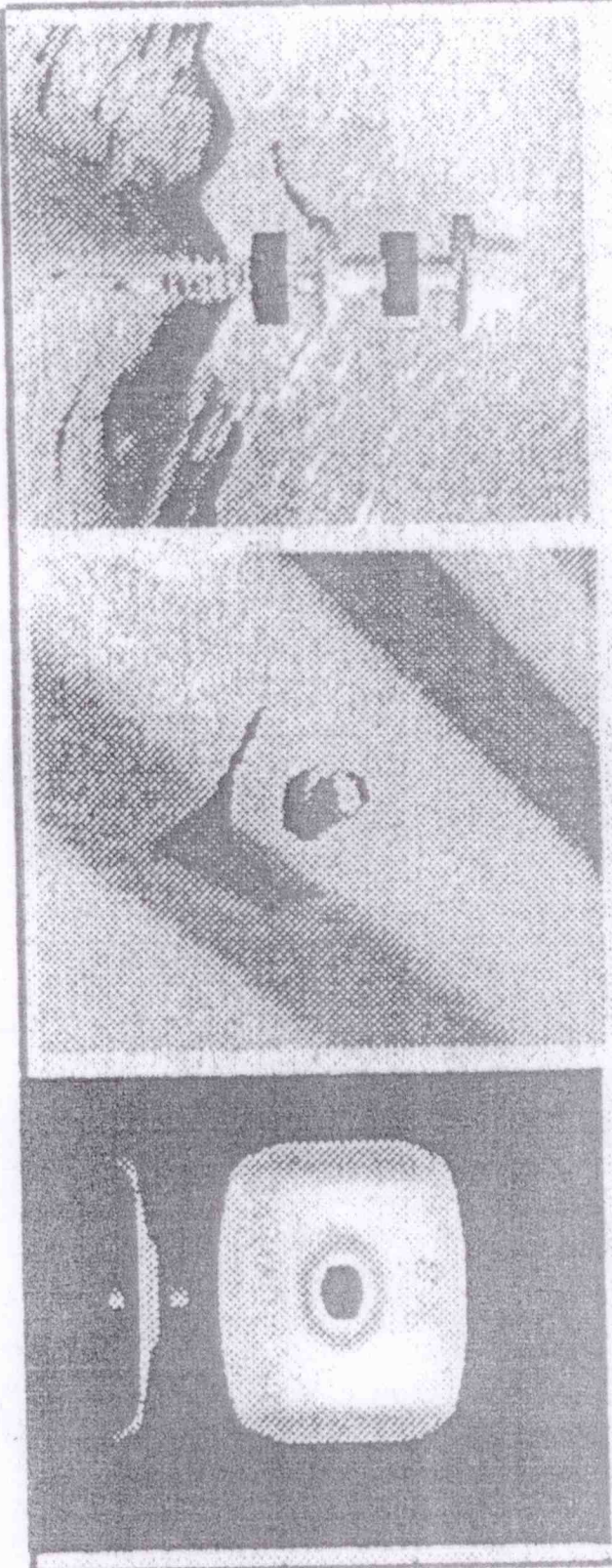
- (i) Fabrication of structural steel works to be completed } Progressively from the date of award of work
- (ii) Erection, painting of the above } Progressively from the date of fabrication of structures, and the readiness of site declared as fit for erection

- 20. The contractor will have to provide and fix the necessary screed bars etc. at his own cost in proper line, level and position to facilitate the erection work. Further, the contractor should lay and maintain necessary temporary approaches within his working areas at his own cost to facilitate his work and for easy movement of vehicles, cranes etc. deployed on the work. Only reasonable areas will be provided by BHEL.
- 21. Till the expiry of the maintenance period of SIX MONTHS after the completion of the entire contract work and handing over to BHEL, the contractor should retain the minimum equipments and staff required and should carry out the maintenance works with the least possible interference to the routine works of the new shop. Till the expiry of the maintenance period the contractor shall be responsible for all damages occurring due to any fault on his part or on the part of his workmen, sub-contractor or other agencies engaged by him.
- 22. BHEL shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be acceptance of any work not in accordance with the contract.
- 23. The contractor shall observe all safety regulations and take necessary safety precautions as called for under the Factories Act or other relevant statute as applicable including the use of safety boots, safety belts, helmets and other equipments and accessories for ensuring safe execution of the contract and freedom from accidents.
- 24. The rates quoted in the Bill of Quantities of the tender for the fabrication item shall cover also the cost of preparation of DODL and similar incidental items. Fabrication works shall be undertaken only after the issue of approval of shop drawings.
- 25. The Contractor should co-operate with other contractors who may be executing their work in the same area in order to facilitate efficient execution of the entire project work in this area.

26. BHEL is registered as an indenter for materials on rate contract with DGS & D. Tenderers who are on DGS & D List of rate contracts should mention their rate contract number and furnish a copy of the rate contract document with the tender.
27. The Guarantee / Warranty period for this contract shall be SIX MONTHS from the date of completion of the entire work and handing over to BHEL. During this period the successful tenderer shall be at site on his own expense for replacement or repair of all defects arising out of faulty materials and/or workmanship.
28. Further particulars relating to design and fabrication and clarifications, if any, may be obtained on reference to the Manager (Civil) / Factory, BHEL, Visakhapatnam or his nominee.
29. The contractor shall engage a level-II NDT Inspector for inspection of NDT works.
30. Inspection will be done by BHEL Staff/Agencies appointed by BHEL for the works covered in the tender.
31. Primer : DFT of primer should be as specified in the SOQ
32. Finish coat Painting: DFT of finish paint shall be as specified in the SOQ for each coat. Paint shall be of first quality product of approved brand as per list of approved brands for materials enclosed in the price bid.
33. Pre heating and post heating required shall be as per AWS (latest).
34. Welded qualification is to be done before commencement of the work and approved & qualified welder only shall be engaged in work. Necessary testing charges shall be borne by the contractor.
35. For the supply of material the manufacturer's test certificate is to be produced.

* * * * *

FASTNERS:- 6.3 x 63 mm to be used with
Cyclonical washers specially designed for
Cyclone Areas & technically recommended
for better Grip



GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

* * * * *

**Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant
Visakhapatnam**

**GENERAL CONDITIONS
OF
CONTRACT**

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**Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant
VISAKHAPATNAM**

**ITEM RATE / PERCENTAGE RATE
TENDER
FOR**

(The name of the Works)

1. To be submitted by _____ hours
on _____ to _____

2. Tenders shall be opened in presence of tenderers who may be present, at _____
_____ hours on _____ in the
office of the _____

Issued to _____
(Contractor)

Signature of officer issuing the documents _____
Designation _____
Date _____

TENDER

To
M/s Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant ,
Visakhapatnam – 530 012.

(Hereinafter referred to as the Company)

I / We have read and examined the following documents relating to the Construction of

- (a) Notice inviting tender
- (b) Schedules A, B, C, D and F
- (c) _____ Specification.
- (d) Drawings
- (e) General Conditions of Contract including Contractor's Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto Nos. 1 to _____
- (f) Special Conditions.
- (g) _____ Schedule of Rates (referred to in the General Conditions of Contract as Schedule of Rates) together with the Amendment Nos. 1 to _____

I / We hereby tender for execution of the Works referred to in the aforesaid documents upon the terms & conditions contained or referred to therein and in accordance in all respects with the specification, designs, drawings and other relevant details at the rates contained in Schedule A and within the period[s] of completion as stipulated in Schedule F.

In consideration of I/We agree to keep the tender open acceptance for _____ days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Company.

A sum of Rs _____ is hereby forwarded in the form of Crossed Demand Draft / Banker's Pay Order of a State Bank of India or a National Bank or any Scheduled Bank as earnest money. If I / We fail to keep the tender open as aforesaid or we make any modifications in the terms and conditions of the tender which are not acceptable to the Company. I / We agree that the company shall, without are not acceptable to the Company. I / We agree that the company shall, without prejudice to any other right or remedy, be at liberty to forfeit 10% of the said earnest money absolutely. Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents. If, after the tender is accepted, I / We fail to commence the execution of the Works as provided in the Conditions, I / We agree that the Company shall without Prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, whether or not any loss is caused by such non – commencement of work.

Exemption from Payment of Earnest Money : I / We have already furnished security to the Company in lieu of earnest money and have deposited with the Company the lumpsum amount of Rs. _____

And I / We therefore claim exemption in terms of the Bond executed by me/us and bearing No. _____ dated the _____ day of _____ 19 _____ against the necessity of depositing earnest money in respect of this tender.

I / We agree that should the Company decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by us forthwith, the Company may at its option recover it out of the deposit and in the event of deficiency, out of any other, moneys due to me/us or otherwise.

I / We have already furnished to the Company a lump sum security of Rs. _____ in lieu if the Security amount/retention money to be deducted from my / our interim bill in individual cases and have deposited the amount with _____ and I / We therefore claim exemption in terms of the Bond executed by me / us and bearing No. _____ dated the _____ day of _____ 19 _____ against the necessity of depositing earnest money and recover of security money / retention money in respect of this tender. In case the Company becomes entitled to recover any money is out of the security deposit under the terms of this Contract, the Company shall be entitled to recover the moneys from the lumpsum security of Rs. _____ Provided by me / us as aforesaid.

Signature in the capacity of _____

Duly authorized to sign the tender on behalf of the (in block capitals) _____

Date _____

Postal Address _____

Telegraphic address _____

Telephone No. _____

Witness _____

Date _____

Address _____

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 12**

TENDER ENQUIRY NO. : OPS/OS/SC/2014-15/07/007, Date: 19.11.2014

Sealed tenders are invited from Registered Contractors for the following works at Bharat Heavy Plate & Vessels Limited, Visakhapatnam-530 012.

Sl. No.	Description of Work	Estimated Value	Earnest Money To be Deposited	Cost of Tender	Com-pletion Time Schedule	Last date of receipt of Tender
---------	---------------------	-----------------	-------------------------------	----------------	---------------------------	--------------------------------

The Earnest Money should accompany the tender either in the form of crossed Band Draft or Banker's pay order payable to M/s. Bharat Heavy Electricals Limited, Visakhapatnam-530 012, Earnest Money deposit in any other form will not be accepted. This will be refunded to the unsuccessful tenderers after the finalization of the tender or within three months from the date of opening of the tender. In the case of successful tenderer, this will be reckoned against Security Deposit.

Tenders and other particulars can be had from the Office of the Sr. Manager (OS) during office hours from 8.00 to 16.30.

On application accompanied by the certificates of previous works executed and list of technical personnel and equipment in possession by the Contractor and on payment of the relevant cost of tender schedule in cash payable at our cash Section on the advise of this office and on production of the receipt of the same.

Tenders in sealed covers must reach the Sr. Manager (OS) M / s. BHEL-HPVP, Visakhapatnam-530 012, before 13-00 Hrs. On the date specified above.

Tenders will be opened at 14-00 Hrs. On the same day in the presence of those tenders present. The sealed tenders must have the following information super scribed on the cover.

1. Name of Work
2. Tender Notice No.

Incomplete tenders where the form of contracts executed is not furnished or where total value is not entered will be summarily rejected. The Sr. Manager (OS) reserves the right to accept or reject any or all the tenders or part there of without assigning any reason what so ever. No. correspondence will be entered into when once the tenders are decided.

Relevant drawings may be inspected and clarification sought in the office of the undersigned during the period of sale of tender.

Tenders received beyond the hours fixed whatever be the cause for delay, whether on account of delay in postal communication, delays on road, rail, air or any mode of communication or transport will not entitle the tenderer to request that the tender should be considered.

Sr. Manager (OS)

Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant
V I S A K H A P A T N A M

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of M/s. BHEL - HPVP., Visakhapatnam for

The work is estimated to cost Rs _____
This estimate, however, is given merely as a rough guide.

2. The tender shall be in the prescribed Form.

3. The Works are required to be completed with in _____ months from the fifteenth day after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the Company/in the tender documents. The site is expected to be handed over on or about _____

4. Normally contractors whose names are borne on the approved list of contractors of M/s. BHEL - HPVP, for the areas in which the work lies and within whose financial category the estimated amount falls will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors.

No two or more concerns in which as individual is interested as a Proprietor and/or a Partner shall tender for the execution of the same Works. If they do so, all such tenders shall be liable to be rejected.

5. The Sr. Manager (OS) shall be Accepting Officer here in after referred to as such for the purpose of this contract.

6. Applications for issue of tender documents shall e submitted to the Sr. Manager (OS) so as to reach his office not later than _____

7. A tenderer shall produce an income tax clearance certificate before tender documents can be issued sold to him.

8. Tender documents consisting of plans, specifications, schedule(s) of Quantities of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection and issued/sold on payment of Rs _____ on or after _____ and upto _____

9 Copies of other drawings and documents pertaining to the Works signed for the purpose of identification by the Accepting Officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection

By tenderers at the following offices during working hours between the dates mentioned in clause 8 above:

a) _____

b) _____

10. Tenderers are advised to inspect and examine the site and its surrounding satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra changes consequent on any misunderstanding or otherwise shall be allowed.

11. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done, site and soil conditions and rates at which stores, tools and plant, etc., will be issued to him by the Company and local conditions and other factors bearing on the execution of the works.

12. A tender should quote in figures as well as in words rate (s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible.

The total amount shall be written both in figures and in words. In case of figures the word 'Rs' should be written before the figures of rupees and the word 'Paise' after the decimal figures, e. g. Rs. 2.15 p and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two places of decimal.

13. All rates shall be quoted on the tender form.

14. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.

15. The tender for the Works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same Works. Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.

16. Tenders shall be received by the Sr. Manager (OS) upto 13.00 hours on the _____ (date) and shall be opened at 14. 00 hours on the same day in the presence of tenders who may be present.

17. The tender shall be accompanied by earnest money (unless exempted from depositing it) of Rs _____ in the form of crossed demands draft / Banker's Pay order issued in favour of M/s. Bharat Heavy Electricals Limited., by State Bank of India or a Nationalized Bank or any Scheduled Bank. A contractor exempted from depositing earnest money in individual cases shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

18. On acceptance of tender earnest money will be treated as part of the security.

19. The tenderer whose tender is accepted (unless exempted), shall permit the Company at the time making any payment to him for work done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposited amount to 10% on the first Rs. One lakh, seven and half% on the next Rs. One lakh and five % on the balance of the gross amount of the bill till the sum so deducted amount to Rs_____

20. M/s BHEL- HPVP, Visakhapatnam will return the earnest money, where applicable, to every unsuccessful tenderer on production by the tenderer a certificate from the accepting authority to the effect that all tender documents have been returned.

21. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.

22. M/s BHEL - HPVP, Visakhapatnam does not bind themselves to accept the lowest or any tender or to give any reason(s) for their decision.

23. M/s BHEL - HPVP, Visakhapatnam reserve to themselves the right of accepting the whole or any part of the tender and the tenderer(s) shall be bound to perform the same at his / their quoted rates.

24. Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in his respect.

25. This notice of tender shall form part of the contract documents.

For and on behalf of Bharat Heavy Plate
& Vessels Ltd., Visakhapatnam.

Signature_____

Designation_____

Date_____

This agreement made _____ day of _____ 19____ BETWEEN THE BHARAT HEAVY ELECTRICALS LIMITED. VISAKHAPATNAM, ANDHRPRADESH in the Union of India (hereafter called the Employer) on the one part and Sri / M / s. _____ Son of _____ Of _____

In the state of _____ (here in after Called "the Contractor") on the other part WHEREAS THE employer is desirous that certain works should be executed, constructed, viz _____ and has accepted a tender by the contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSEDTH AS follows :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be read and construed as part of this agreement, viz.
 - a) The said tender.
 - b) Tender Notice
 - c) Instructions to Tenderers
 - d) General Conditions of Contract.
 - e) Special Conditions of Contract.
 - f) Drawings.
 - g) Schedule 'A' – Schedule of Quantities.
 - h) Schedule 'B' – Materials for issue to the Contractor.
 - i) Schedule 'C' – Tools & Plants to be hired to the Contractor.
 - j) Schedule 'F' – References to General Conditions of Contract.
 - k) Letter of Intent.
3. In consideration of the payments to made by the Employer to the contractor as herein after mentioned the contractor hereby covenants with the employer to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The employer hereby covenants to pay the contractor in consideration of the construction completion and maintenance of the work the contract price at the times and in the manner prescribed.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed or have hereunto set their respective hands and seals the day and year first above written.

The common seals of _____ Limited was hereunto affixed or in the presence of _____

Or

Signed and sealed & delivered by the said _____ in the presence of: _____

Dated Signature of Contractor

In the Capacity _____ Dated Signature of the Employer

on behalf of _____ Designation Sr. Manager (OS)

INTERPRETATION AND DEFINITIONS

Singular & Plural:

1. Where the context so requires, words imparting the Singular only also include the plural and vice versa.

Headings and Marginal Notes to conditions

2. Headings and marginal notes to these General conditions shall not be deemed to form part there or be taken into consideration in the interpretation or construction there of or of the Contract

Definitions

3. a) 'Company' shall mean BHEL-HPVP., having its registered office at BHEL Post Office and Visakhapatnam Town in the State of Andhra Pradesh and includes a duly authorized representative of Company / or any other person empowered in this behalf by the Company to discharge all or any of its functions
- b) The "Accepting Authority" shall mean the authority mentioned in Schedule F.
- c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the BHEL-HPVP., and the Contractor together with the documents referred to therein including these conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be an permitted assigns of such individual or firm or company.
- e) The "Contract Sum" shall mean :
 - i) In the case of Lump Sum Contract the sum for which the tender is accepted.
 - ii) In the case of Percentage Rate Contract the estimated value of the Works as mentioned in the tender adjusted by the Contractor's percentage.
 - iii) In the case of Item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer for the various items.
- f) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- g) "Engineer-in-charge" shall mean the Engineering Officer appointed by the undertaking or his duly authorized representative who shall direct, supervise and be-in-charge of the works for purposes of this contract.
- h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), wars (whether declared or not,) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God, such as earthquake lightning And unprecedented floods and other Cause over which the Contractor has no Control and accepted as such by the Accepting Authority or causes solely Due to use or occupation by the Company of the part of Works in respect of which a certificate of completion has been issued or a cause solely due to Company's faulty design of Works.
- i) "Market Rate" shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the rate Site where the work is to be executed, plus the percentage mentioned Schedule F to cover all overheads and profit.
- j) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Company or the Standard Schedule of Rates prescribed by the Company and the amendments there to issued from time to Time.
- K) The "Site" shall mean the lands and / or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Company's or used for the purposes of the Contract.
- l) "Temporary Works" shall mean all temporary works of every kind required in for the execution, completion or maintenance of the Works.
- m) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the work to Obviate any risk of accident or failure or which become necessary for security.
- n) "A" Week" shall mean seven days without regard to the number of hours worked in any day in that week.
- o) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) there of as the case may be and shall include all extra or Additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

SCOPE AND PERFORMANCE

Contract Documents

4. The Contractor shall be furnished, free of Charge, certified true copies of the Contract Documents except standard specification And the schedule of rates and of all further Drawings which may be issued during the Progress of the Works. He shall keep one Copy of these document's on the Site in Good order, and the same shall at all reasonable times be available for inspection And use by the Engineer-in-charge, his Representatives or by other Inspecting Officers.
- 4.1 None of these Documents shall be used by The Contractor for any purpose other than that of this Contract.
- 4.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after the Execution of such works under the Contract.

Works to be carried out

5. The work to be carried out under the contract, shall, except as other wise provide In these conditions, include all labour, Materials, tools, plant, equipment, and Transport which may be required in Preparation of and for and in the full and Entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless other Wise stated, be held to include waste on Materials, carriage and cartage, carrying in Return of empties, hoisting, setting, fitting And fixing in position and all other labours Necessary in and for the full and entire Execution and completion as aforesaid in Accordance with good practice and Recognized principles.

Inspection of Site

6. The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (So far as is practicable), the form and nature of work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his tender. No extra charges consequent of any misunderstanding or other wise shall be allowed.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for The Works and of the rates and price quoted in the Schedule of Quantities, which Rates and prices shall, except as otherwise Provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and Maintenance of the Works.

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to General Conditions.
- 8.1 In the case of discrepancy between Schedule of Quantities the Specifications and / or the drawing, the following order of preference shall be observed:
 - a) Description in Schedule of Quantities
 - b) Particular Specification and Special Conditions if any.
 - c) Drawings.
 - d) General Specifications.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.3 Any error in description, quantity or rate 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 there in according to drawings and specifications or from any of his obligations under the Contract.
- 8.4 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 a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - 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 Schedule 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 the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of Quantities or in sections of Schedule of Quantities or in General Summary, by the tenderer, shall be ignored.

- e) In case of lump sum contracts based on Bills of Quantities (quantities not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies the contract sum by more than 5% or Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/variations under conditions 10 & 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

Security Deposit

- 9 a) The Contractor shall permit the Company at the Time of making any payment to him for work Done under the Contract to deduct such sums as Will along with the amount of 10% on the First Rs.1 lakh plus seven and half percent on the next Rs. 1lakh 5% on the balance of the Gross amount of bill till the sums so deducted Amount to the figure shown in 9 (c) of Schedule F, unless he has already furnished to the Company a lumpsum security as mentioned in Schedule F and has been exempted by the Company from depositing security deposit for Individual tenders or has deposited the amount Of the security mentioned in 9(c) of Schedule F in cash or in the form of Government Securities or Fixed Deposit Receipts or Bank Guarantees furnished by any of the Schedule Banks under the Revised Bank guarantee Scheme of Reserve Bank O India and certified By the Reserve Bank of India that the Bank Guarantee may be accepted.
1. If the security deposit reaches a limit of Rs. 1 lakh, the contractor, if he so desires may convert the amount into one of the Government securities or Band guarantees as aforesaid.
 2. Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit mentioned in 9(c) of Schedule F, the recovery of the balance amount of security deposit shall be deemed to have been Waived.
- b) In case a Fixed Deposit Receipt of any bank is furnished by the Contractor to Company as part of the security deposit and the bank goes into liquidation or for any other reason is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall be borne by the Contractor and the Contractor shall forthwith or on demand furnish additional security to Company to make good the deficit.
- c) All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the Contractor by Company on any account whatsoever and in the event of his security deposit being reduced by reason or such deduction or sale as aforesaid, the contractor shall within fourteen days of notice of demand from the Engineer-in-Charge make good the deficit.

- d) Refund of Security deposit-One of the security deposit refundable to the Contractor worked out on the basis of the Value of work completed shall be refunded to the Contractor on the Engineer-in-Charge certifying in writing that the work has been completed as per condition 31 hereof etc.,
- e) On expiry of the Defects Liability Period (referred to in Condition 33 hereof) or on payment of the amount of the Final Bill payable in accordance with Condition 52 whichever is later, the Engineer-in-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor. The amount of security deposit. Shall not carry any interest except where it is invested in Government securities and n arbitrator or court shall not have any power to grant interest on the security deposit.

Deviations / Variations Extent & Pricing

- 10. The Engineer-in-Charge shall have Power (i) to make alteration I omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the Progress of the work, and (ii) to omit a part of the Works in case of non-availability of a portion of Site or for any other reasons, and the Contractor shall be found to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects, including price on which he agreed to do the main work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid thereof shall be resolved in accordance with Condition57.
- 10, 1 The time for completion of the Works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows if requested by the Contractor.
 - a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract sum; plus.
 - b) 25% of the tome calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge. Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows :

- i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the Additional, altered or substituted item at the same rate. In the case of composite tender; where two or more schedules of quantities may form part of the contract the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of quantities.
- ii) If the rate for any altered, additional or substituted item or work is not specified in the Schedule Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item the Bills of Quantities of the particular part of Works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities
- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in subparts (i) (ii) above, then such item of Work shall be carried out at the rate entered in the Schedule of Rates plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the Works actually awarded
- iv) If the rate for an altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-Para (ii) above plus/minus the percentage mentioned in that sub-Para. Provided always that if rate (s) for part (s) of an item (s) is not specified in the Schedule of Rates the rate (s) for such part (s) shall be determined by the Engineer-in-Charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-Charge finds the purchase price unreasonable. In the latter event the prices shall be determined on the basis of market rate (s) prevailing during the fortnight following the date of the order.
- v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer – in- Charge of the rate which he proposes to claim for such item of work, Supported by analysis of rate claimed, and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate (s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (s).

Drawings to be prepared and Supplied by Contractor

11. a) All drawings, diagrams of plans which the contractor may be required, under the conditions of the contract, to prepare and furnish shall be duly furnished in triplicate to the Engineer-in-Charge at any time before the commencement of the work or during the progress thereof.
- b) Before undertaking any work either in his workshop or at the site, the contractor, if so required to do under the special conditions of the contract, shall prepare detailed working drawings and furnish the same to the Engineer-in-Charge for approval. The Contractor shall also furnish to the employer six Xerox copies of all approved working drawings. A complete set of all working drawings on tracing cloth shall also be prepared and furnished to the employer as completion drawings on completion of the works.
- c) The contractor shall furnish to the employer in triplicate drawings of all temporary buildings which he proposes to erect or of existing buildings, if any, which he proposes to use for purpose of the work.
- d) All statements, returns, etc., which the contractor may be required to submit during the progress of the work to the Engineer-in-Charge shall, unless otherwise directed in any particular case, be furnished in triplicate.

Suspension of Work

- 12 a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons;
 - i) On account of any default on part of the Contractor; or
 - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii) For safety of the Works or part thereof,

The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the constructions given in that behalf by the Engineer-in-Charge.

- b) If the Suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above:
 - i) The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.
- c) If Works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is Ordered for reason (i) in sub-Para (a) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring Permission is not granted within that time, the Contractor, if the intends to treat the suspension, where it affects only a part of the Works as an omission of such part by the company under Condition 10 or where it affects the whole of the Works, as an abandonment of the works by the Company

shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by Company he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

Time and Extension for day

13. The time allowed for execution of the Works as specified in the Schedule F or the extend time in accordance with these Conditions shall be the essence of the Contract. The execution of the Works shall commence from the 15th day after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the Site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Company shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

13.1 As soon as possible after the Contract is awarded the Engineer-in-Charge and Contractor shall agree upon a Time and Progress Chart which forms part of the agreement. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs), complete 1/ 8th of the whole of the work before 1/4 th of whole time allowed in the contract has elapsed; 3/4 th of the work before one half of such time has elapsed and 3/4 th before 3/4 th of such time has elapsed.

13.2 If the Works be delayed by

- a) force majeure, or
- b) abnormally bad weather, or
- c) serious loss or damage by fire, or

- d) civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed on the work, or
- e) delay on the part of other contractors or tradesmen engaged by Company in execution work not forming part of the Contract or
- f) non-availability of stores, which are the responsibility of Company to supply, or
- g) non-availability or breakdown of Tools and Plant to be supplied or supplied by company, or
- h) any other cause which, in the absolute discretion of the authority mentioned in schedule F, is beyond the Contractor's control; then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

- 13.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractors in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 13.4 In any such case the authority mentioned in Schedule F may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-Charge. In the event of extension being granted the contractor shall not be entitled to any extra or additional claims for any reason whatsoever by reason of such extension resulting in prolongation of the work.
- 14 The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work, except the item listed in Schedule 'C' which will be given to him on hire by the Company at rates shown in that schedule. In case the Contractor does not require some or all items of T & P listed in Schedule 'C' he will indicate his requirements at the time of submitting his tender. Company's T & P hired to the contractor shall be conveyed by him at its expense from the place of issue to the site and back.
- 14.1 If the contractor requires any item of T & P on hire from the company over and above the requirements indicated by him at the time of submitting his tender, the company will, if such item is available, hire it to the contractor at a rate to be fixed by the Engineer-in-Charge.
- 14.2 The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided company's T & P in question has, in fact, remained idle with the contractor because of the suspension, provided the contractor, in case the period of suspension exceeds 11 days, returns Company's T & P to the place from where it was issued.
- 14.3 The hire charges shall be reckoned as under
- a) The first eight working hours (excluding a break of one hour) ... 1 working day.
 - b) Every working hour or part thereof in excess of 8 working hours, at the rate of 1 / 8 th of the hire charges for a working day; provided however if the company has paid more than at the rate of 1 / 8 th of the wages of the crew for overtime under the Minimum Wages Act or any other law for the time being in force, the excess over 1 / 8 th of the wages shall also be charged to the contractor.
- 14.4 If at any time company's T & P has not been worked at all during a day except for a break-down, or has been worked for less than eight hours during a day, the contractor shall be charged for one working day.

- 14.5 If any item of company's T & P has stopped working on account of a breakdown before it has worked for four hours in a day, the contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the contractor will be charged for a full working day.
- 14.6 The hire charges shown in the Schedule cover charges of crew, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine engine oil, kerosene oil, etc., for working company's T & P, and all unskilled labour and water required for servicing / wash out shall be borne by the contractor. The contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of company's T & P in accordance with the provision therefore in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance. However, the contractor shall be allowed to return the tools and plants (issued by the Company) for purposes of repairs and for the duration of such repairs no hire charges shall be levied.
- 14.7 The Contractor shall be responsible for care and custody of Company's T & P (including employment of watchmen) during the period Company's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always The Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Company.
- 14.8 The Company give no guarantee in respect of output of the T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that output or performance of Company's T & P was not to the Contractor's expectations.
- 14.9 Company's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the company as hereinafter provided on a written notice by the Engineer-in-Charge. The Company shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of company's T & P by the company. In such an event, however, a reasonable extension of time shall be given by the Engineer-in-Charge.
- 14.10 A Log Book for recording hours during which every item of company's T & P issued to the contractor has worked each day shall be maintained by the member of the crew in charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorized agent. In case the contractor contests correctness of any entry and / or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.

Materials:

15. a) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by the company.

1. All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer-in-Charge, to the satisfaction of the Engineer-in-Charge, that the materials so company.
2. The Contractor shall, at his won expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the Works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require and intimate to the contractor in writing, inform the contractor whether samples are approved by him or not. If to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract.
3. The Engineer-in-Charge shall have full powers to require 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 f the contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the contractor.
4. The Contractor shall indemnify the company servant or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being make or action being brought against the Company or any agent, servant or employee of the company in respect of any such matters as afore said, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.
5. Subject as hereinafter provided in condition 53/53-A all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (Excluding materials supplied by the company) shall be borne by the contractor.
6. The Engineer-in Charge shall be entitled to have tests carried out as specific in the contractor 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 required for the purposes and the charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.

Materials to be Supplied by the Company

- b) Materials to be supplied by the company are showed in schedule B which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof.

1. If after acceptance of the tender the contractor desires the company to supply any other materials, such materials may be supplied by the company, if available, at rates to be fixed by the Engineer-in-Charge.
2. For the materials listed in Schedule B which the company has agreed to supply the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the contractor, from any sums due or which may thereafter become due to the contractor, under the contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge, certify that balance of materials supplied is available at site.
3. The contractor shall bear the cost of loading, transporting to Site, un-loading, storing under cover as required, assembling and joining the several parts together as necessary and incorporation of fixing materials in the Works including all preparatory work of whatever description as may be required.
4. All materials issued to the contractor by the company (on free or cost recovery basis) for incorporation or fixing in the Works (including preparatory work) shall, on completion or on fore closures of the Work, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and/or waste. If the contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the Site to such places, less the transportation charges which would have been incurred by the contractor had such materials been delivered at the place of issue, shall be borne by the company.
5. Surplus materials returned by the contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the contractor.
6. If on completion of work the contractor fails to return surplus materials out of those supplied by the company after giving due allowance for wastages as shown below then in addition to any other liability which the contractor would incur, the Engineer-in-Charge may, by a written notice to the contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue/procurement rates.

Wastage allowances for materials issued by the company

1.	Cement	--5%	
2.	Steel	--2%	in the form of scrap which should be returned back
3.	A.C. Materials	--3%	-do-
4.	R C C Pipes and Collars	--3%	-do-

7. If cement is to be supplied by the company every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer-in-Charge or his representative and that of other lock with the contractor's authorized agent at Site of Works so that cement is removed from the godown only according to daily requirements with the knowledge of both the parties.

GENERAL: c) Materials required for the Works, whether brought by the contractor or supplied by the company shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.

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

Labour :

16. The contractor shall employ labour in sufficient number either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.
- 16.1 The contractor shall furnish to the Engineer-in-Charge at the intervals mentioned in Schedule F a distribution return of the number and description by trades of the work people employed on the Works. The contractor shall also submit on the Works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.
- 16.2 The contractor shall pay to labour employed by him either directly or through subcontractors wages not less than fair wages as defined in the Contract Labour Regulations.
- 16.3 The contractor shall in respect of labour employed by him either directly or through subcontractors comply with or cause to be complied with the contract Labour (Abolition) Regulations Act 1970 in regard to all matters provided therein.

- 16.4 The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Contract Labour (Regulation and Abolition) Act, 1970 and Regulations 1971, Maternity Benefit Act, 1961 and Regulations 1971, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made there under from time to time. The contractor shall take license for the labour employed, under the provisions of the contract Labour (Regulation and Abolition) Act, 1970 and Regulations 1971 and shall solely responsible for the fulfillment of the same.
- a) The contractor shall be liable to pay his contribution and the employees' contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of 'The Employees' State Insurance Act. 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of contractor n amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- b) In case of Employees State Insurance Act, 1948 is not applicable, the Contractor shall at his own expense carry and maintain insurance with reputable Companies for all the workers employed by him against any accident and deposit the policy issued by the Insurance Company with BHEL-HPVP till completion of the works and settlement of claims, if any.
- c) Should BHEL-HPVP have to pay any money in respect of such claims or demands as aforesaid the amounts so paid and the costs incurred by BHEL-HPVP shall be charged to and paid by the contractor and the contractor shall not be at liberty to dispute or question the right of BHEL-HPVP to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contractor.
- 16.5 The Engineer-in-charge shall on a report having been made by an inspecting Officer as defined in the Contractor's Labour Regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or nonobservance of the said contract Labour Regulations.
- 16.6 The contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to Comply with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or local Government agency or authority. The Contractor should defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violations by contractor of such laws, regulations or requirements, and also from all claims, suits or proceedings that may be brought against BHEL-HPVP arising out of or by reason of the work provided for by this contract by third parties or Central Government authority or any Administrative Subdivision thereof.
- 16.7 In addition to clause 16.6 above, in the event of the Contractor committing a default or default or breach of any of the provisions of the aforesaid Contract Labour

Regulations, as amended from time to time or furnishing any information or submitting or filling any Form / Register / Slip under the provisions of these regulations which is materially incorrect then on the report of the Inspecting Officer as defined in the Contractor's Labour Regulation, the Contractor shall without prejudice to any other liability pay to the Company a sum not exceeding Rs. 50—00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of estimated cost of Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

Mode Rules for Labour Welfare

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

Safety code :

16.7.2 The contractor shall at his own expense arrange for the Safety provisions as appended to these conditions or as required by the Engineer-in-Charge in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

1) Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accident and to grant of maternity benefits to female workers shall make the contractor liable to pay to the company as liquidated damages an amount not exceeding Rs 50-00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the contractor's Labour Regulations appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

17. The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and / or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a License subject to the following and such other terms and conditions as may be imposed by the licenser :

- i) That he shall pay a nominal license fee of Re. 1 per year for use and occupation, in respect of each and every separate area or land allotted to him.

- ii) That such use or occupation shall not confer any right of tenancy of the land to the contractor.
- iii) That the contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.
- iv) That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge, In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the complete work unless agreed to the contrary.

17.1 The contractor shall provide, if necessary or if required on the Site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

Setting out the Works

18. The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the Works and he responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the company. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability period unless the Engineer-in-Charge directs their earlier removal.

Site Drainage:

19. All water which may accumulate on the Site during the progress of the Works, or in trenches and excavations, from other than the Excepted Risks shall be removed from the site to the satisfaction of the Engineer-in-Charge and at the contractor's expense.

Nuisance:

20. The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site to the public generally.

Materials obtained from Excavation

21. Materials of any kind obtained from excavation on the Sites shall remain the property of the Company and shall be disposed of as the Engineer-in-Charge may direct

Treasure Trove, Fossils, etc.

22. All fossils, coin, articles or value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the

absolute properly of company and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery any carry out the Engineer-in-Charge's disposal of the same at the expense of the company.

Protection of Trees:

23. Trees designed by the Engineer-in-Charge shall be protected from damage during the course of the works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

Watching and Lighting

24. 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-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

Contractors Supervision

25. The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-Charge the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor, shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

Inspection and approval

26. All works embracing more than one process shall be subject to examine and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- 26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of

the contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at the contractor's expense.

- 26.2 Department officers concerned with the contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

Duties and Powers of Engineer in Charge's Representative

27. The duties of the representative of the Engineer-in-Charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the company not to make any variation in the works.
- 27.1 The Engineer-in-Charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the company as though it had been given by the Engineer-in-Charge.
- 27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 27.3 If the contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon conform, reverse or vary such decision.

Removal of Workmen

28. The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

Uncovering and Making Good

29. The contractor shall uncover any part of the works and / or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering to be executed in accordance with the contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by the company. In any other case all such expenses shall be borne by the contractor.

Work during Night or on Sundays and Holiday

30. Subject to any provisions to the contrary contained in the contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the contractor shall immediately advise the Engineer-in-Charge accordingly.

Completion Certificate

31. 1) As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-Charge and within ten days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the contractor and / or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such items or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the Site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from the parts of building (s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his Representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of the works, the Engineer-in-Charge may at the expense of the contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish, etc., as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.
- 2) If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed. The Engineer-in-Charge with the consent of the contractor take possession of any part or parts of the same (any such part (s) being hereinafter in this condition referred to as 'the relevant part') then notwithstanding anything expressed or implied elsewhere in this contract:
- a) Within ten days of the date of completion of such items or groups of items or possession of the relevant part the Engineer-in-Charge shall issue completion certificate for the relevant part as in condition 31 (1) above provide the contractor fulfils his obligations under that condition for the relevant part.

- b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- c) The contractor may reduce the value insured under condition 34/34 A by the full value of the completed items or relevant part as estimated by the Engineer-in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- d) For the purposes of ascertaining compensation for delay under condition 32 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 15 and actual date of completion as certified by the Engineer-in Charge under this condition.

Compensation for Delay

32. If the contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear site on or before the contract or any other right or remedy of the company on account of such breach, pay as agreed compensation amount calculate as stipulated below or such smaller amount as may be fixed by the authority mentioned in Schedule 'F' on the contract value of the work for every week that the progress remains below that specified in condition or that the work remains incomplete. This will also apply to items or groups of items for which separate period of completion has been specified. For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a) Completion period (as originally stipulated) @ 1 Percent per week.
not exceeding 6 months.
- b) Completion period (as originally stipulated) @ 1/2 percent per week.
Exceeding 6 months and not exceeding
2 years
- c) Completion period (s originally stipulated) @ 1/4 percent per week.
Exceeding 2 Years.

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

- a) Completion period (as originally stipulated) 10 percent
Not exceeding 6 months.
- b) Completion period (as originally stipulated) 7 1/2 percent
exceeding 6 months and not exceeding 2 years.

c) Completion period (as originally stipulated) 5 percent
exceeding 2 years.

- 32.2 The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the company.
33. The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule F hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

Contractor's Liability and Insurance

34. From commencement to completion of the works, the contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all company's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 34.1 In the event of an loss or damage to the works or any part thereof or to any T & P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to the company's store such Company's T & P, articles and 1 or materials as may be directed.
 - b) The contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the works under accordance with the provisions and conditions of the contract; and
 - c) These will be added to the contract Sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage occurred and the removal by the contractor as provided above of company's T & P articles and/or materials to the Company's store and of debris and damaged Works referred to therein and the compensation paid by him, under any law for the time being in force, to any workmen employed by him for any injury caused to him, or to the workman's legal successors for loss of the workman's life.

- 34.2 **PROVIDED** always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 34.3 Where Company's building or a part thereof is rented by the Contractors he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.4 The Contractor shall indemnify and keep indemnified in the company against all losses and claims for injuries or damage to any persons or any property whatsoever which mean arise out of or in consequence of the construction and maintenance of Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the company against any compensation or damage caused by the Excepted Risks.
- 34.5 Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the company but including the company's building rented by the contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the company) by / or arising out of carrying of the contract.
- 34.6 The contractor shall at all times indemnify the company against all claims, damages or compensation under the provision of payment of Wages Act, 1936, Minimum Wages Act,1948, Employer's Liability Act, 1938, the Workmen's compensation Act,1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act,1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the company, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. With out limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act,1923 or any modification there of or any other aw relating thereto.

- 34.7 The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- 34.8 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability period.
- 34.9 The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Company resulting from their failure to obtain adequate insurance protection, in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.
- 34.10 If the contractor and / or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he / they may be required to effect under the terms of the Contract then and in any such case the Company may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Company from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

Facilities to other Contractors

35. The contractor shall, in accordance with the requirements of the Engineer-in Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the contract or of any contract which the company enter into in connection with or ancillary to the Works.

Notices to Local Bodies

36. The contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instruction thereon.
- 36.1 The contractor shall pay indemnify the company against any liability in respects of any fees or charges payable under any Act of parliament. State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Works..

Sub Contractors:

37. The contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

Instructions and Notices

38. Subject as otherwise provided in this contract, all notices to be given on behalf of the company and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 38.1 All instructions, notices and communications etc., under the contract shall be given in writing and if sent by register post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 38.2 The Contractor or his Agent shall be in attendance at the Site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the contractor himself.
- 38.3 The Engineer-in-Charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall conform receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished certified true copy of such instruction(s)

Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

39. If at any time after acceptance of the tender the Company shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.
- 39.1 The contractor shall be paid at contract rates full amount for works executed at Site and in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office: storage accommodation and water storage tanks.
- b) (i) The company shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally found to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the company shall be found to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by the company cost of such materials, the cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been cause to materials whilst in the custody of the contractor. (ii) For contractor's materials not retained by the company reasonable cost of transporting such materials from Site to contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- c) If any materials supplied by the company are rendered surplus, the same except normal wastage shall be returned by the contractor to the company at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from Site to the company stores, if so required by the company.
- d) Reasonable compensation for transfer of T & P from Site to contractor's permanent stores or to his other Works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- 39.2 The contractor shall, it required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Termination of Contractor for Death

40. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Company being in any way liable to payment of any compensation to the estate deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representative of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

Cancellation of Contract in Full or In part

41. If the Contractor:

- a) any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge ; or
- b) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge ; or
- c) Fails to complete the Works or items or work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- d) Shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company ; or
- e) Shall enter into a Contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority / Engineer-in-Charge ; or
- f) Shall obtain a Contract with the Company as a result of ring tendering or other non-bonfire methods of competitive tendering; or
- g) Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or agreement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h) Being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager ; or
- i) Shall suffer an execution being levied or his goods and aloe it to be continued for a period of 21 days ; or
- j) Assigns, transfers, sublets (engagement of labour on apiece work bases or of labour with material not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority ; or
- k) Attempt to steal Company's material or any other material issued to the Contractor by the Company's for the works.

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the contract as a whole or only such items of work in default from the Contract.

41.1a) The Company may cancel the Contract or part thereof due to paucity of funds or for any other reason beyond the control of the Company. In such an event the Contractor will be intimated in writing asking him to stop the work in full or part as the case may be.

b) The Contractor however is entitled for the payment of the works completed, upto the day of notice and also for the payment of material already collected at site in connection with the said work and also for the payment of material for which he has already placed purchase orders by paying advance.

c) The payment for the materials already collected will be made as per rates given in APPWD Schedule of rates for materials prevailing at that time.

d) The Contractor however in such a cancellation is not entitled for any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the cancellation.

41.2 The Accepting Authority shall on such cancellation have power to :

a) take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and / or

b) carry out the incomplete work by any means at the risk and cost of the Contractor.

41.3 On cancellation of the Contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in cases the Works or part of the Works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of Contractor's materials taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.

41.4 Any expenditure incurred or to be incurred by the Company in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

41.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contract under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

- 41.6 Any sums in excess of the amount due to the Company and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion, by the Company of the Works or part of Work is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

Liability for Damage, Defects or Imperfections and rectification thereof

42. If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc., contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound, or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and / or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.
- 42.1 In case of repairs and maintenance works, splashes and droppings from white-washing, painting, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

Urgent Works

43. If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under Contract to carry out at his expense, All expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

Changes in Constitution

44. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of condition (4) (i) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said Condition 41.

Training of Apprentices

45. The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by Sub-contractors and others employed by the Contractor in connection with, such number of Apprentices in the categories mentioned in Schedule F and for such periods as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

VALUATION AND PAYMENT

Records and Measurement

49. The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.
- 49.1 All items having a financial value shall be entered in measurement Book, level book, etc., prescribed by the Company so that a complete record is obtained of all work performed under the Contract.
- 49.2 Measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.
- 49.3 Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.
- 49.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

- 49.5 Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

Method of Measurement

50. Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates / Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

Payment on Account

51. Interim bills shall be submitted by the Contractor at intervals mentioned in Schedule F on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 51.1 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.
- a) all work executed, after deducting there from amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract ;
 - b) 75 percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated; provided the contractor provides an insurance cover for the full cost of perishable materials.
- 51.2 The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.
- 51.3 The amount admissible shall be paid on the 15th day (or on the next working if the 15th day happens to be a holiday) after presentation of the bill, by the contractor after such verification as is considered necessary being made in the meantime.
- 51.4 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of Engineer-in-Charge supporting an interim payment shall of itself be

conclusive evidence that any work or materials to which it related is / are in accordance with the contract.

51.5 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill

52. The final bill shall be submitted by the Contractor within three months of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of this final bill shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge:

- a) Contract amount not exceeding Rs. 5 Lakhs1 month
- Contract amount exceeding Rs. 5 Lakhs2 months

52.1 After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

53. Blank.

54. Blank.

55. Blank.

Over payments and Under payments

56. Wherever any claim for the payment of a sum of money to the Company arises out of or under this Contract against the Contractor the same may be deducted by the Company from any sum then due or which at any time thereafter may become due to Contractor under this contract and failing that under any other contract with the Company which may be available with the Company or from his security deposit : or he shall pay the claim on demand.

56.1 The Company reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc, the Company further reserve the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 57 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

56.2 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Company from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the Company.

56.3 Provided that the aforesaid right of the Company to adjust overpayment against amount due to the Contractor under any other Contract with the Company shall not extend beyond the period of two years from the date of payment of final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final is communicated to the Contractor.

56.4.1 Any amount due to the Contractor under the Contract for under payment may be adjusted against any amount then due or which may at any time, thereafter become due before payment is made to the Contractor, from him to the Company on any other Contractor account whatsoever.

ARBITRATION AND LAWS

Arbitration:

57. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or other wise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director of M/s BHEL-HPVP., and if the Managing Director is unable or unwilling to act, to the sole arbitration of some other person authorized and appointed by the Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL-HPVP., and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall authorize and appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration as all. Cases where the amount of the claim in dispute is Rs 50,000 (Rupees fifty thousand) and above the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitrator Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such disputes. The arbitrator (s) may from time to time with the Consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have

entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute of difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

Laws governing the Contract

58. This shall be governed by the Indian Law for the time being in force.

Disputes-Legal Jurisdictions

59. The Contractor should specifically note that the contract, hereby entered into, will be deemed to be entered at Visakhapatnam and will be enforceable only at Visakhapatnam. All causes of action will, there fore, be deemed to have accrued at Visakhapatnam irrespective of the head or branch Office of the Contracting firms. Similarly remittances made under the Contract in question will be deemed to have been made in Visakhapatnam notwithstanding the fact the cheque are posted elsewhere.

CONTRACTORS LABOUR REGULATIONS

(See Condition 16)

Definition:

1. In these regulations, unless otherwise expressed or indicated, the following works and expression shall have the meaning hereby assigned to them :
 - a) 'Labour' means workers employed by a contractor directly, or indirectly through a sub-contractor, or by an agent on his behalf on a payment not exceeding Rs.500 per month.
 - b) 'Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the Minimum Wages Act.
 - c) 'Contractor' for the purpose of these Regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
 - d) 'Inspecting Officer' means any labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's Organization.
 - e) 'Form' means a form appended to these Regulations.

Notice of Commencement

2. The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:
 - a) Name and situation of the work,

- b) Contractor's name and address,
 - a) Particulars of the Department for which the work is undertaken.
 - b) Name and address of sub-contractors as and when they are appointed.
 - c) Commencement and probable duration of the work.
 - d) Number of workers employed and likely to be employed.
 - e) 'fair wages' for different categories of workers.
3. i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day. Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

4. Display of notice regarding Wages Weekly Day of Rest, etc : The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
5. Fixation of wages Periods : The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.
6. Payment of Wages : i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- ii) Wages of every worker employed on the contract shall be paid, where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wages period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall

be made at the work site within 48 hours of the last working day and during normal working time.

NOTE: The term “working day” means a day on which the work on which labour is employed, is in progress.

7. Register of Workmen : A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
8. Employment Card : The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the contractor and returned to the worker.
9. Register of Wages etc : i) A Register of Wages-cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible. ii) A Wage slip in the Form appended to these regulations shall be issued to every worker employee by the contractor at least a day prior to disbursement of wages.
10. Fines and Deductions which may be made from Wages :
 - i) Wages of a worker shall be paid to him without any deduction of any kind except the following :
 - a) fines ;
 - b) Deductions for absence from duty, i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent ;
 - c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default ;
 - d) deductions for recovery of advances or for adjustment of overpayment of wages. Advance granted shall be entered in register ; and
 - e) any other deduction which the Company may from time to time allow.
 - ii) No fines shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
 - iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

- iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three Paise in a rupee of the wages payable to him in respect of that wage period.
 - v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
 - vi) The Contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or the may be imposed on a workman and do splay it in good condition in a conspicuous place on the work site.
 - vii) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
11. Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :
- a) Full particulars of the laborers who met with accident.
 - d) Rate of Wages.
 - e) Sex.
 - f) Age.
 - g) Nature of accident and cause of accident.
 - h) Time and date of accident.
 - i) Date and time when admitted in hospital.
 - j) Date of discharge from the hospital.
 - k) Period of treatment and result of treatment.
 - l) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - m) Claim required to be paid under workmen's Compensation Act
 - n) Date of payment of compensation.
 - o) Amount paid with details of the person to whom the same was paid.
 - p) Authority by whom the compensation was assessed.
 - q) Remarks.
12. Preservation of Registers : The Register of workmen and the Register of Wages cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
13. Enforcement : The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the

Engineer-in-Charge specifying the amounts representing workers dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

14. Disposal of amounts recovered from the contractor : The Engineer-in-Charge shall arrange payment to workers concerned within FORTYFIVE days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation 16 of these Regulations. In case where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (R.I.C.).
15. Welfare Fund : All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time-limit prescribed above, due to reasons such as whereabouts of workers not being known; death of a worker, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Company for such benefit and welfare of workmen employed by contractors.
16. Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the contractor and the workmen.
17. Representation of Parties :
 - i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of trade unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with or by any other workman employed in, the industry in which the worker is employed.
 - ii) A Contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation of associations of contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in, the industry in which the contractor is engaged.

- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.
18. Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
19. Interpretation; etc : On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner (Central) shall be final and binding.
20. Amendments : Central Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

REGISTER OF WORKMEN

- i) Name and address of the contractor.....
- ii) Number and date of the contract
- iii) Name and address of the department awarding the contract.....
- iv) Nature of the contract and location of the Work.....
- v) Duration of the contract.....

Sl. No	Name and surname Of the workers.	Age & Sex	Father's/ Husband's Name.Designation	Nature of employment res of	Permanent/ Home Add- Employee (Village, Dist., State)	Present Address. ncement	Date of Commen- tion or of emp- loyment.	Date of termina- leaving of emp loyment	Signature or Thumb impression of the employee	Remarks
1	2	3	4	5	6	7	8	9	10	11

REGISTER OF WAGES-MUSTER ROLL

Regulation (9)

- i) Name and address of the Contractor
- ii) No. & date of contract
- iii) Name and address of the department awarding the contract
- iv) Nature of the contract and location of the work
- v) Duration of the contract
- vi) Wage period

Sl. No.	name	Father's / Husband's name	Sex	Designation & Nature of work	Daily attendance (No of units worked 1,2,3,4,5,6,7)	Total attendance units	Basic	D.A. & other allowances	Basic	D.A. & other allowances	Date	No. of hrs.	Overtime wages earned	Total wages paid	Fine	Deduction for damage or loss	House rent	Recovery of advances	Other deductions	Net wages payable	Date of payment	Signature of thumb impression of worked	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

Register of Fines [Regulation No. 10 [vil]

1	2	3	4	5	6	7	8	9	10	11
Sl.No.	NAME	Father's husband's name	Sex	Department	Nature and date of the offence for which fine imposed	Whether Workman showed cause against fine or not, if so, enter date	Rate of Wages	Date & amount of fine imposed	Date on which fine realized	Remarks

Register of Deductions for Damage of Loss Caused to the Company by the Neglect or Default of the Employed Persons

Regulation No. 10 (vii)

SI. No.	Name	Father's / Husband's Name	Sex.	Department	Damage or Loss caused With date.	Whether Worked showed cause against deduction if so, enter date.	Date & amount of deduction imposed.	Number of instalments, if any.	Date on which total amount realized	Remarks
1	2	3	4	5	6	7	8	9	10	11

WAGE SLIP

- i) Name of the Contractor
 - ii) Place.....
-

1. Name of the worker with father's / husband's name.
 2. Nature of employment
 3. Wage Period
 4. Rate of employment
 5. Total attendance / Unit of work done
 6. Dates on which overtime worked
 7. Overtime Wages
 8. Gross Wages payable
 9. Total deductions (indicating nature of deductions)
 10. Net wages payable
-

Contractor's Signature /
Thumb Impression.

Employee's Signature
Thumb Impression.

MODEL RULES FOR LABOUR WELFARE

(See Condition 16)

1. Definitions : (a) 'Workplace' means a place at which, on an average, twenty or more workers are employed.

b) 'Large Workplace' means a place at which, on an average, 500 or more workers are employed.
2. First Aid : At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and in large work places, where hospital facilities are not available within easy distance of the Works, First Aid posts shall be established and be run by a trained compounder. Where Large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital. At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

3. Accommodation for Labour : The Contractor shall during the progress of the Works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.
4. Drinking Water : In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells, shall be entirely closed in and be provided with a trap door which shall be dust and water-proof. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing and Bathing Places : Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.
6. Scale of Accommodation in Latrines and Urinals : There shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales.

	No. of seats
a) When number of persons does not exceed 50	2
b) Where number of persons exceeds 50 but does not exceed 100	3
c) For additional persons.	3
	per 100 or part thereof

In particular cases, the Engineer-in-Charge shall have the power to vary the scales, where necessary.

7. Latrines and Urinals : Except in workplaces provided with water flushed latrines connected with a water-borne sewage system, flushed latrines connected with receptacles on dry-earth system which shall be cleaned at least four times daily and a least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year. If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only" shall be provided on the scale laid down in rule 6. Those for men shall be similarly marked "For Men Only " A poster showing the figure of a man and of a woman shall also be exhibited at the entrances to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.
8. Construction of Latrine : Inside walls shall be constructed of masonry or other nonabsorbent material and shall be cement –washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.
9. Disposal of Excreta : Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and Municipal or cantonment authorities. Alternatively excreta may be disposed off by putting layer of night soil at the Bottom of pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of Contractor's work-people or employees on the Site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. Provision of shelters during rest : At ever workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women Labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.
11. Crèches : At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years, of such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and walls with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two 'dais' in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after children of women workers.

Size of crèche (s) shall vary according to the number of women workers employed.

Crèche (s) shall be properly maintained and necessary equipment like toys, etc., provided.

12. Canteen : A cooked food canteen on a moderate scale shall be provided for the benefit or workers wherever it is considered necessary.
13. Planning setting and erection of the above mentioned structures shall be approved by the Engineer-in-Charge, and the whole of such temporary accommodation shall at all times during the progress of the Works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

14. Anti malarial precaution : The Contractor shall, at his own expense conform to all anti malarial instructions given to him by the Engineer-in-Charge, including filling up of any borrow pits which may have been dug by him.
15. Enforcement : The Inspecting Officer mentioned in the Contractor's Labour Regulation or any other officer nominated in this behalf by the Engineer-in-Charge shall report to the Engineer-in-Charge all cases of failure to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.
16. Interpretations, etc : On any question as to the application, interpretation or effect of these Rules the decision of the Chief Labour Commissioner of Deputy Chief Labour Commissioner (Central) shall be final and binding.
17. Amendments : Government may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may administration thereof.

SAFETY CODE

(See condition 16)

1. Suitable scarf olds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable fact holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an over head support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall or persons or materials by providing suitable fencing or railing with a minimum height of 1 meter

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length, width between side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30cm. of length. Uniform step[spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the Sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action of proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

6. Excavation and Trenching : All trenches, 1.5 metes or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
7. Demolition : Before any demolition work is commenced and also during the process of the work :
 - a) All roads and open areas adjust to the work Site shall either by closed or suitably Protected.
 - b) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or firer or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a Condition suitable for immediate use; and the Contractor shall tae adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphalted materials, cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken :
 - i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the Contractor to workman and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
9. When work is done near any place where there is risk of drowning. All necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :
- a) i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and working order.
 - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.
 - c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a

hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- d) In case of a departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it to Site of work and get it verified by the Engineer-in-Charge.
11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductions of electricity.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work sop. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
14. To ensure effective enforcement of the rules and regulations relation go safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the inspecting Officers as defined in the Contractor's Labour Regulation.
15. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule In force.

SCHEDULE 'B'

**MATERIALS FOR ISSUE TO THE CONTRACTOR
(See Condition 15)**

Sl. No.	Particulars	Rate at which material will be issued Unit	Qty Rs.	Place Issue	of
1	2	3	4 5	6	

Signature of
Issuing Officer

Date

Signature of
Contractor

Date

SCHEDULE 'C'

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Conditions 14 & 34A)

Sl. No.	Particulars	Number available	Hire charges per unit per working day Rs.	Frequency of main-tenance.	Value per Unit	Place of issue.	Number Reqd. by the Contractor
1	2	3	4	5	6	7	8

Signature of Issuing Officer

Signature of Contractor

Date

Date.....

SCHEDULE 'F'

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Condition No.

- | | | |
|--------|--|--|
| 3 b) | Accepting Authority | Managing Director or his
Authorized representative. |
| 3 i) | Market Rate-percentage addition to
cover over heads and profit. | 10 Percent |
| 9 | Earnest money; security deposit | |
| a) | Estimated cost of the Works | Rs..... |
| b) | Earnest money | Rs..... |
| | (i) Works costing upto 5 Lakhs | Rs. 10,000/- |
| | (ii) more than 5 lakhs upto Rs. 10 lakhs | Rs. 20,000/- |
| | (iii) more than 10 lakhs upto Rs. 20 lakhs | Rs. 40,000/- |
| | (iv) more than 20 lakhs upto Rs. 30 lakhs | Rs. 60,000/- |
| | (v) more than 30 lakhs upto Rs. 50 lakhs | Rs. 1,00,000/- |
| | (vi) more than 50 lakhs upto Rs.100 lakhs | Rs. 1,50,000/- |
| | (vii) more than 100 lakhs | Rs. 2,00,000/- |
| c) | Security deposit.
(shall not exceed Rs. 1lakh and shall be calcu-
lated as under) | Rs..... |
| i) | In case of Works estimated to cost upto
Rs. 10 lakh,10% of the estimated cost. | |
| ii) | In case of Works estimated to cost more than
Rs. 10 lakhs, and upto Rs 50 lakhs, 10% on the first
Rs. 10 lakhs and 7 ½ % on the balance. | |
| iii) | In case of Works estimated to cost more than
Rs. 50 lakhs, 10% on the first Rs.10 lakhs and 7 ½ %
On the next Rs. 40 lakhs and 5% on the balance.) | |
| d) | Lumpsum Security Deposit. | Rs..... |
| 13. | Time allowed for execution of work | |
| 13. h) | Authority competent to decide
if "any other cause" of delay is beyond
Contractor's control. | Accepting Authority |

- | | | |
|--------|--|-------------------------------|
| 16. | Distribution returns of number and description by Trades of workmen employed on Works to be Submitted to Engineer-in-Charge. | Daily/Weekly/Fortnightly |
| 32. | Authority competent to reduce compensation Amount | Managing Director |
| 33. | Defects Liability Period | 6 / 2 months |
| 34.(A) | Limit of amount in respect of any claim which Contractor may recover directly from insurer | Rs..... |
| 45. | Training of apprentices...

Category
a)
b)
c)
etc. | maximum number to be engaged. |
| 51. | Interim bills | monthly |
| 57. | Authority for appointing arbitrator. | Managing Director |

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me on behalf of

M/s. Bharat Heavy Electricals Limited., Visakhapatnam-530012.

a) for the lump sum of Rs. (Rupees _____)
(Applicable to Lump sum Contractor)

b) at the item rates quoted in the Schedule of Quantities for sum of Rs
_____ Rupees _____
(Applicable to Measurement Contracts based on Item Rates)

c) at the Uniform Percentage of _____ above/ below the rates shown in schedule 'A' (Applicable to percentage rate tenders)

The letters referred to above

- a)
- b)
- c)

etc.,

For and on behalf of M/s BHEL- HPVP

Signature: _____

Designation: Sr. Manager (OS)

Dated this day of _____ 20 _____

AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT CLAUSE 32 MAY BE READ AS FOLLOWS.

32. LIQUIDATED DAMAGES

In the event of any delay in completion of work of part thereof as per agreed schedule due to reasons other than those specifically exempted in this contract, BHEL-HPVP, may deduct from the considerations due to the contractor as liquidated damages a sum calculated at 2.5% of the contract price for each full week of delay subject to a maximum of 10% of the contract price. It is understood and agreed that such amounts do represent the losses suffered by BHEL-HPVP because of delay in work by contractor and it shall not be necessary for BHEL-HPVP to establish the actual amount of losses suffered irrespective of whether the work or part thereof could be put to any use by BHEL-HPVP or BHEL-HPVP client.

CLAUSE 32.1 IS DELETED

AMENDMENT TO THE CLAUSE 57 MAY BE READ AS FOLLOWS

57. ARBITRATION AND LAWS

Except where other wise provided for in the contract, all questions and disputes relating to the meaning of the specifications, drawings and instruction herein as to the quality of workmanship or material in the work or as to any other question, claim, right, matter or thing or any dispute whatsoever in any way arising out of or relating to this contract , shall be referred to the sole arbitration or any person who shall be appointed by Executive Director, Bharat Heavy Electricals Limited, Visakhapatnam at his sole discretion. It shall have no objection to any such appointment even if the arbitrator so appointed is an employee of BHEL-HPVP, Visakhapatnam, its branches / offices. Such an appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Executive Director as aforesaid.

The arbitrator to whom the matter is originally referred or the arbitrator who has been appointed in place of the arbitrator originally appointed, dies or unable to act as arbitrator for any reasons whatsoever, the Executive Director as aforesaid, shall appoint at his sole discretion any another person to as arbitrator in place of the arbitrator originally appointed, as the case may be. Such person appointed as arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Contd....2

The arbitrator shall give his reasoned award. It is term of this contract that no person other than a person appointed by such Executive Director as aforesaid should act as an arbitrator and if for any reasons whatsoever that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid, the provisions of arbitration Laws in India or any statutory modification re-enactment thereof and the rules made there under from time to time and or the time being in force shall apply to the arbitration proceeding under this clause.

AMENDMENT TO THE CLAUSE 59 MAY BE READ AS FOLLOWS :

59. DISPUTES – LEGAL JURISDICTIONS

Notwithstanding anything contained in any document whatsoever, all cases, suits, matter, petitions and all other actions under law arising out of and relating to this contract including that may arise out of bank guarantees and arbitration under this contract, shall be tried, instituted, filed and auctioned only in the courts, tribunals and forums etc., situated within the territorial jurisdiction of Visakhapatnam even though such jurisdiction may also vest with other courts, tribunals and forums situated in other places in the country.

While invoking writ jurisdiction, the parties shall prefer such petitions and try the same only in the High Court of Andhra Pradesh, Hyderabad.

SIGNATURE OF THE TENDERER

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, Drawings, Quality documents etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the bidder with stamp

CHECK LIST OF DOCUMENTS ALONG WITH TECHNICAL BID

Tender Enquiry No. : OPS/OS/SC/2014-15/07/007 dated 20.11.2014.

Description of Work : Supplying & Fixing of Aluminum Zinc alloy coated high tensile steel sheets and all accessories for roofing and side sheeting after removal of existing AC sheets in Factory Building I of BHEL- HPVP, Visakhapatnam.

(1) **Earnest Money to be deposited** : Rs. 2,00,000/-

DD No. _____ Date

(2) **P.F. Registration No.** :

(3) **E.S.I. Registration No.** :

(4) **PAN No.** :

(5) **Service Tax Regd. No.** :

(6) **TIN No.** :

(7) **Recent I.T. Clearance Certificate / Ack.** :

(8) **Proof of Turnover for the last 3 years** :

(9) **Proof of Work Experience for last 7 years** :

(10) **List of Tools & Plant** :

(11) **Organization chart** :

(12) **List of Proposed tools & plant to be deployed at site** :

(13) **Organization chart** :

(14) **Proposed site organization chart** :

(15) **List of Technical Manpower** :

(16) **Power of attorney in the name of the person who has signed the tender document** :

(17) **Details of con-current commitments**

**giving contract value , details of work,
date of commencement of work,
Percentage completed as on date and
the schedule date of completion :**

**(18) Other documents supporting eligibility :
criteria**

Valid Copies in Support of Sl. No. 2 to 17 shall be enclosed.

Postal Address of the Firm :

Contract Person :
Cell No. :
Office Ph. No. :
E- Mail Address :

**All the above documents shall be submitted along with a covering letter for
submission of tender mentioned at Annexure II of this tender document on
firm's letter head.**

Signature of the Tenderer

PART – II

(PRICE - BID)

Annexure-XIII

Date : 20.11.2014

PRICE SCHEDULE

Ref : OPS/OS/SC/2014-15/07/007

Name of Work : "Supplying & Fixing of Aluminum Zinc alloy coated High Tensile Steel Sheets and all accessories for roofing and side sheeting after removal of existing AC sheeting of Factory Building No. - I at BHEL- HPVP, Visakhapatnam

IMPORTANT NOTES :

1. Price Bids shall be evaluated on total value quoted by the bidders.
2. BHEL reserves the right to distribute the total quantum of work to two bidders (L1 Bidder and the next lower bidder accepting L1 Price) in the ratio of 60:40 (approx.).
3. Detail of the items in these Schedules shall be read in conjunction with the corresponding specifications, drawings and other tender documents. The work shall be carried out as per the Schedule of item and drawings.
4. The quantities in this B.O.Q. are based on preliminary design & estimates, and are subjected to variation at detailed design stage. However, payments shall be made on the actual quantities executed at site, and no variation in rate shall be made on account of variation in quantities. BHEL reserves the right to change the quantities even at the time of issuing the work order. Therefore the unit rates quoted shall be firm throughout the contract period. The quantities provided in the schedule (SOQ) are only provisional and may vary according to the exigency of the work and no extra claim can be entertained on this score.
5. Construction water and power will be provided by BHEL at one point. The contractor should make arrangement for further distribution of the same on his own cost.
6. Specifications, standards etc. Enclosed are to be strictly followed while taking up the construction.
7. All the Codes/Standards referred shall be to the latest revisions unless otherwise specified.

Ref : OPS/OS/SC/2014-15/07/007

Date : 20.11.2014

8. Wherever "Supplying or Providing" is mentioned in the items of schedule, means "including cost of all materials, labour, tools, temporary arrangements and plant & machinery required for the completion of the item of work".
9. Since the proposed works are in BHEL-Shop floor, all care shall be taken while executing the works, so as not to cause any damage to the existing structures, machinery etc. The contractor shall make good immediately at his cost, if any damage occur to the existing facilities.
10. Unless specifically mentioned otherwise in the contract, the tenderer shall quote his rates for the finished items and shall provide for the complete cost towards materials fuel, tools, tackle, equipment, construction plant, temporary works., labour , levies, taxes, insurance, royalties, transport, layout, repairs, rectification, maintenance till handing over, supervision, shops & establishment services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically implied but are reasonably implied and necessary to complete the work.
11. Payment for the structural works shall be paid only on the finished weight as per BOM and no extra shall be paid on account of wastage, losses etc, contractor to quote accordingly in the SOQ.
12. Where difference between the schedule of items, drawing and specifications are noted, the work shall be carried out as per the drawings.

Signature of the Tenderer
with seal

Date : 20.11.2014

Ref : OPS/OS/SC/2014-15/07/007

Sub : "Supplying & Fixing of Aluminum Zinc alloy coated High Tensile Steel Sheets and all accessories for roofing and side sheeting after removal of existing AC sheeting of Factory Building No. - I at BHEL- HPVP, Visakhapatnam

Item No.	Description of Item	Unit	Qty.	Unit Rate in Fig.	Unit Rate in Words	Amount
1	Dismantling / removing the A.C. sheets from roofs and side cladding including ridges, curves, barge boards etc. by mechanical means / manually and carefully stacking the serviceable materials at site of work or conveying and handing over the same at BHEL stores and disposal of unserviceable materials by transporting and dumping in the near by low level areas within a lead of 300 meters all as per instructions of Engineer-in-charge.	Sq. M.	81000.00			
2	Supplying at site of work, Hoisting and Fixing in position 0.50 mm thick colour coated Aluminium zinc alloy coated high tensile steel rib profile sheets with accessories such as ridge pieces, barge boards, north light curves, end curves, etc., as per technical specification given in note below for Roofing at all heights up to + 28.00 meters with necessary xylon coated self tapping / self drilling screws with EPDM washers at every ribs etc., complete. All as per drawings, manufacturers specifications and instructions of Engineer-in-charge. Rate includes cost of all materials like colour coated Aluminium zinc alloy coated high tensile steel rib profile sheets with accessories such as ridge pieces, barge boards, curves, louvers etc., whatever required for self tapping / self drilling screws with EPDM washers at every ribs etc., and labour charges for fixing, hire chares for tools and plants like drilling machines, providing lifeline and other provisions for safety, and all other incidental charges etc., complete. The payment will be made for the actual laid area only.	Sq. M.	59200.00			

Item No.	Description of Item	Unit	Qty.	Unit Rate in Fig.	Unit Rate in Words	Amount
3	<p>Supplying at site of work, Hoisting and Fixing in position 0.50 mm thick colour coated Aluminium zinc alloy coated high tensile steel rib profile sheets with accessories such as ridge pieces, barge boards, curves, louvers with 8 mm G.I. bolts for monitor roof etc., as per technical specifications given in note below for Side Sheeting at all heights up to (+) 28.00 meters with necessary xylon coated self tapping / self drilling screws with EPDM washers and cyclonic washers as per sketch, at every valleys etc., complete. All as per drawings, manufacturers specifications and instructions of Engineer-in-charge. Rate includes cost of all materials like colour coated aluminum zinc alloy coated high tensile steel rib profile sheets with accessories such as ridge pieces, barge boards, curves, self tapping / self drilling screws with EPDM and cyclonic washers at every ribs etc., and labour charges for fixing, hire charges for tools and plants like drilling machines, providing lifeline and other provision for safety, and all other incidental charges etc., complete. The payment will be made for the actual laid area only.</p>	Sq. M.	18500			
4	<p>Supplying at site of work, Hoisting and Fixing in position of 2 mm thick embossed clear poly carbonate roof light in specified locations and at heights up to (+) 28.00 meters with necessary xylon coated self tapping /self drilling screws with EPDM and cyclonic washers at every ribs etc., complete to match the profile of Aluminium zinc alloy coated high tensile steel roof sheets, as per instructions of Engineer-in-charge. The rate includes cost of poly carbonate sheets, self tapping / self drilling screws with EPDM and cyclonic washers at every ribs etc., and labour charges, scaffolding chares, tools and plants and all other incidental charges etc., complete.</p>	Sq. M.	4800			

Item No.	Description of Item	Unit	Qty.	Unit Rate in Fig.	Unit Rate in Words	Amount
5	<p>Supplying Roof Extractors (Turbo air ventilators) of dia 600 mm or thereabouts Fixing in position on Aluminium zinc alloy coated high tensile steel sheet roofs at heights upto (+) 28.00 meters with necessary screws, bolts etc., and finishing to match with existing roof. Rate to include cost of all labour charges for fixing the roof extractors with necessary cutting of sheets to the required size, drilling to suit the screws / bolts, and finishing to match the existing profile including cost of roof extractors / ventilators. All as per manufacturers specifications and as directed by the Engineer-in-charge.</p>	Nos.	480			
6	<p>Conveyance of debris generated by dismantling and other modification works including AC materials, and all other debris and waste materials from the place of stacks and transporting the same by contractors own lorry and disposing off at the specified places all as per the instructions of Engineer-in-charge. Rate includes labour for collection of the said debris from various places loading, leading, unloading, stacking or spreading, leveling etc., complete. Payment will be made on trip basis with a lorry load of 300 CFT / Trip for 0 - 1 KM.</p>	Trips	400			
7	<p>Conveyance of debris generated by dismantling and other modification works including AC materials, and all other debris and waste materials from where there are stacked / accumulated and transporting the same by contractors own lorry and disposing off at the specified places all as per the instructions of Engineer-in-charge. Rate includes labour for collection of the said debris from various places loading, leading, unloading, stacking or spreading, leveling etc., complete. Payment will be made on trip basis with a lorry load of 300 CFT / Trip for 1 - 2 KM.</p>	Trips	50			

Item No.	Description of Item	Unit	Qty.	Unit Rate in Fig.	Unit Rate in Words	Amount
8	Supplying and fixing in position of galvanized iron plain sheets of 1.20 to 1.25 mm thick of approved make (TATA / JINDAL) for flashing, rain water gutters hood arrangements including bending to shape, riveting/ bolting including cost of rivets/ bolts with alloy coated HT steel roofing sheets etc., along with making the joint leak proof all complete. All as per drawings and specification and instructions of Engineer-in-charge.	Sq. m	3425			
9	Providing and applying painting on existing structural steel works in roof structures, column etc., with one coat of aluminum paint of 50 microns DFT to IS 2239 of approved brand manufacturer, brushing to give an even shade including cleaning the surfaces of dirt, rust and other foreign materials with wire brush, scaffolding charges etc., before fixing the new sheets etc. all complete as per standard specification and instructions of Engineer-in-charge	MT	2500			
10	Modification / additions / alterations to existing structural steel components, welding in position suitable for fixing the new sheeting. The scope includes modification of old components by alterations, forming an integral part of the steel work together with welding as required where ever necessary as per drawing and standard specifications. Rate to include cleaning of rust, applying one coat of red-oxide primer and one coat of Aluminium paint of 50 DFT to IS2239 of standard specification but except cost of structural steel sections which will be supplied by BHEL-HPVP stores free of cost. (Payment shall be made only to the rectified / new material items going into the process of fabrication)	MT	25			
					Total	