

TENDER DOCUMENT

NIT No.	PMG/16-17/26
Name of work	R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP.
Place of work	CFFP, BHEL, Haridwar

CONTENTS

S. No.	Description	Page No
1	Notice inviting tender	2
2	List of documents to be submitted with tender	3
3	Checklist to be filled up by tenderer	4
4	Qualifying Criteria	5
5	Annexure-A	7
6	Instructions for Tenderer	8
7	Certificate by the tenderer	10
8	Special conditions of contract	11
9	Annexure-B	16
10	Undertaking by the tenderer	17
11	Technical Specification for this work	18
12	Business rules for reverse auctioning	22
13	General conditions of contract	29
14	Safety Rules	63
15	Techno-commercial BOQ	68
16	Technical specification for Turbine Ventilator	72
17	Price Bid	73
18	Authorization for e-payment	78



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT MANAGEMENT GROUP
CFFP, HARIDWAR-249403 (UK)

Phone: 01334-285464, 284369, 281347

Email: nkgautam@bhelhwr.co.in; arun_k@bhelhwr.co.in

TENDER NOTICE

Open tenders are invited in sealed envelopes in two parts, i.e., (i) Techno-Commercial Offer and (ii) Price Bid for the under-mentioned works:

Sl. No	Tender no. & date	Name of work	BOQ Cost (in Lacs)	Earnest Money (Rs.)	Period of work (months)
1	PMG/16-17/26	R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP.	42.44	100000	08

Last date for sale of tender document	22.09.2016 up to 3:30 PM
Last date for submission of tender	23.09.2016 up to 2:00 PM
Date of opening of tender (Part-i)	23.09.2016 at 2:00 PM
Place of sale of tender	PMG office in factory civil, CFFP, BHEL, Haridwar.
Place of submission/ opening of tender	Tender Room near ADM building, CFFP, BHEL, Haridwar.
Tender cost	Rs 1000/- (One thousand only) (non-refundable)

For collecting tender document in person, tenderer will have to submit application along with tender cost in the form of Cash receipt. (Cash to be deposited at cash counter in CFFP, BHEL, Haridwar).

Tender document can be downloaded from the website. In such a case, tenderer will have to submit the tender cost in the form of demand draft made in favour of Accounts Officer (Cash), CFFP, BHEL, Haridwar payable at Haridwar.

For detailed NIT and downloading of tender document please visit the website www.bhelhwr.co.in. Amendments/ Corrigendum, if any, would be hosted on the website only.

Sr. Engineer (PMG)

LIST OF DOCUMENTS TO BE SUBMITTED WITH THIS TENDER

A. To be submitted with Techno-Commercial Bid

[Note: All pages must be signed and stamped by the tenderer or his/her authorized representative.]

- 1 Completely filled up Checklist for Tender.
- 2 Qualifying Criteria
- 3 Annexure-A
- 4 Instructions for Tenderer
- 5 Certificate by the Tenderer
- 6 Special conditions of contract
- 7 Annexure-B
- 8 Undertaking by the tenderer.
- 9 Technical Specification for this work
- 11 Business rules for reverse auctioning
- 12 General conditions of contract
- 13 Safety Rules.
- 14 Techno-commercial BOQ (without price)
- 15 Authorization for e-payment

B. To be submitted with Price Bid

Price bid only.

CHECKLIST

Note: Tenderer must fill in the following details and should specify respective enclosures attached against each requirement in the format itself.

Sr.No.	General Information Required	(to be filled by the tenderer)
1	Name & address of the tenderer	
2	Email ID	
3	a. Phone No. (office) :	
	b. Mobile No. :	
	c. FAX No. :	
4	Name and designation of the official of the tenderer to whom all the references shall be made.	

Sr.No.	Information regarding Qualifying Criteria	(to be filled by the tenderer)
5	Whether EMD submitted (by demand draft/ valid NSIC certificate) Give details.	
6(a)	PF Code No.	
6(b)	ESI code No.	
6(c)	Service tax Registration No.	
6(d)	Labour License No. (If available) or whether willingness to submit valid labour license within 30 days from the date of issue of letter of intent has been submitted.	
7	Whether financial statement of accounts including tax assessment, audited balance sheet and profit & loss account for the last 3 financial years have been submitted.	
8	Whether proof of having carried out successfully similar nature of work during the last 7 years ending date of issue of NIT for this work has been submitted. Copy of Completion certificate from the original client must be submitted.	
9	In case the tender document has been downloaded from the website then whether tender cost is submitted along the Techno-commercial offer.	
10	Submitted Notarized copy of NSIC Certificate or copy Attested by a Gazetted Officer (if applicable)	
11	Whether acceptance for receiving payment through Electronic Mode has been submitted. Whether enclosed format of E-Mode duly filled & verified by their bankers has been submitted along with cancelled cheque.	
12	Whether acceptance for opening price bid through reverse auction process is submitted. [Refer undertaking by the tenderer].	
13	Whether complete tender along with supporting documents, duly signed & stamped by authorized signatory has been submitted.	

Name of work: R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP.

NIT No. : PMG/16-17/26

9	In case the tender document is downloaded from website, then the tenderer must submit tender cost along with Techno-Commercial offer. In case the tender cost deposited with techno-commercial offer is less than that specified in NIT, tender will be rejected.
10	Tenderer should confirm his acceptance for receiving payment through Electronic Mode. Tenderer must submit the enclosed format of e-mode duly filled & verified by their bankers along with a cancelled cheque.
11	Tenderer should confirm his/her acceptance for opening of Price Bid through Reverse Auction (e-Auction) in line with enclosed Business Rules for Reverse Auction.
12	Tenderer must submit complete tender document along with all supporting documents required as proof of meeting the qualifying criteria, duly signed & stamped by an authorized signatory.

Note:

- BHEL reserves the right to accept or reject any/all tender(s) without assigning any reason thereof.

ANNEXURE-A

DETAILS OF WORKS DONE DURING THE LAST SEVEN YEARS:

(Refer Qualifying criteria condition No.8)

(To be submitted along with Techno-Commercial Offer)

S.No	Details of Client		Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commencement of work	Date of actual completion	Actual value of work done
(1)	(2)		(3)	(4)	(5)	(6)	(7)	(8)
	Full Postal address of Client	Contact name, email ID, Contact No.						
01.								
02.								
03.								
04.								
05.								

NOTE: A copy of satisfactory completion certificate and work order copy of each work mentioned above shall have to be submitted by the Contractor along with the tender document. In case of non- fulfillment of above, your offer is liable to be rejected without giving any further opportunity.

INSTRUCTIONS FOR TENDERER

1. The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website & shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
2. The offer shall be submitted as per the instructions given in tender document. Only one set of tender document duly signed & stamped on each page by authorized representative of tenderer shall be submitted. Tenderer should note specifically that all pages of tender document, including the NIT pages for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid and (ii) Price Bid. Both the bids i.e., "Techno-Commercial Bid" and "Price Bid" must be sealed in separate envelopes. NIT No. and name of the contractor and name of work must be written on both envelopes. Both the envelopes must be then sealed in another envelope super scribed with NIT No. , Name of the contractor and name of work.
4. **Techno-commercial bid should contain all the documentary proof pertaining to qualifying criteria, signed tender document, General conditions of contract, signed bill of quantity, tender cost, earnest money etc.**
5. **Price Bid should contain total price for the whole work as quoted by the contractor, inclusive of all taxes, including service tax.**
6. **Rates must be quoted in figures as well as in words.**
7. On the date of opening of tender, only Techno-Commercial Bid shall be opened. Only those offers/tenderers which are found suitable based on evaluation of Techno Commercial offers will be eligible for further consideration for this tender. Intimation regarding opening of price bid will be sent to technically acceptable parties later on.
8. Earnest money must be kept in the envelope of Techno-Commercial Bid. Bid without requisite earnest money will not be considered. **The earnest money should be in the form of bank draft to be made in favor of Sr. A. O. (Fin-Cash), BHEL/CFFP, Haridwar payable at Haridwar.**
9. Tender documents are also available on web site i.e. www.bhelhwr.co.in and the same can be downloaded and used as tender document for submitting the bid. In case tenderer uses this facility, the cost of tender document as indicated in the tender notice will have to be deposited by the tenderer along with the Techno- Commercial offer. **Tender cost should be paid separately and not included in the Earnest Money.**
10. 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.
11. 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.
12. In case BHEL decides to go for Reverse Auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
13. BHEL reserves the right to accept or reject any or all offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
14. Bidders must visit site/work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for the tender. They may also consult this office for any clarifications regarding scope of work, facilities available at sites or terms and conditions before submitting their offers, No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
15. For any clarification regarding tender document, tenderer may contact the undersigned through telephone/ e-mail before closure of sale of tender document. BHEL shall not be responsible for replying/responding to queries received after the closure of sale of tender document.
16. In case any typographical/other clerical error(s) is (are) noticed by the tenderer in the tender document, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.

17. Tenderer must submit complete tender document along with all supporting documents required as proof of meeting the qualifying criteria, duly signed by an authorized signatory.

Thanking you,

For BHARAT HEAVY ELECTRICALS LTD.

Sr. Engineer (PMG)

Tel. No. : 01334-285464, 284369, 281347

Email: arun_k@bhelhwr.co.in

CERTIFICATE BY TENDERER

To,
The Sr. Engineer (PMG),
CFFP/BHEL,
Haridwar

I/ we hereby offer to carry out the work “R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP” against NIT No. PMG/16-17/26.

I/ we have carefully perused the following documents connected with the above noted work and agree to abide by the same.

1. CPWD Specifications as amended upto date/ specifications mentioned in the tender document for this work..
2. CPWD schedule of rates.
3. General and Special conditions of contract of BHEL, Schedule A, B and C and tender notice and the bill of quantity (attached herewith).

I/ we forward herewith the sum of Rs..... as earnest money which shall be refunded should this tender be rejected. I/ we further agree to deposit such sum of money, which shall make up the requisite security deposit for this work as provided in clause 16 of BHEL General Condition of the Contract.

I/ we further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in schedule ‘A’ and bill of quantities annexed thereto and to carry out such deviations as may be ordered, vide condition 6 of the BHEL General Conditions of the Contract.

I/ we further agree to refer all disputes as required by clause 60 of the said General Conditions of Contract, to the sole arbitration of the officer to be appointed by the Executive Director or any other Officer who is the Administrative Head of CFFP unit of BHEL, Ranipur, Haridwar in his sole discretion whose decision, shall be final, conclusive and binding on both the parties. The Arbitrator, so appointed, may from time to time, with the consent of both parties, enlarge the time for making and publishing the award.

Yours faithfully,

Signature of Contractor with name, seal & date

SPECIAL CONDITIONS:

Part A:

1	
a	Contractors are advised to visit the site to assess and acquaint themselves with the actual site conditions/working conditions before quoting the rates. After submission of tender it will be presumed that the tenderer has visited the site of work to see the site conditions/working conditions and has quoted his rates taking into consideration the site conditions/working conditions at site.
b	The work will be executed as per enclosed specifications.
c	During removal of old sheets/ old gutters and down take pipes and supporting structural elements, it is to be ensured that nothing (man or material) falls on the shop floor below.
d	The work is to be carried out in factory sheds where production activities will be going on round the clock. To ensure that minimum disturbance is created to the production activities in the shop, the work must be carried in a well planned manner with prior consultation and with approval with the department. The contractor shall remove only that number of roofing/wall sheets which can be covered by new Aluminium Zinc alloy coated high tensile steel sheets/FRP/Polycarbonate sheets on the same day.
e	Contractor shall make all efforts to remove existing AC/FRP sheets without causing any breakage. To ensure this, old AC sheets should be removed either by unscrewing the old nuts (preferably) or by cutting the hooks.
f	The contractor shall submit detailed working plan/schedule and get the same approved before starting the work.
g	During execution of the work, an experienced/qualified supervisor/engineer from contractor's side must be present at site all the time to supervise the work and to ensure safety during working.
h	Electrical shutdown or any other type of shut down required for execution must be informed in writing 48 hours in advance.
i	The contractor should submit complete literature of all input materials proposed to be used in the work with its technical details for technical assessment.
j	All material brought to site shall come with a test certificate through material gate only.
k	The Work involves working at large height hence; safety of workmen becomes very critical. The contractor must ensure use of safety belt, fall arrester, helmet, shoes and other required PPEs by all workmen engaged in the work. All PPEs must be provided by contractor. If felt necessary by the engineer in charge , the contractors shall install a safety net below the working area so as to ensure the safety of the people working below from accidental falling of dismantled material and also to save workmen working above from accident falling from height.
l	Sufficient & appropriate barricading shall have to be provided by the contractor at his own cost to avoid any possibility of accident, along with ensuring the smooth working conditions at site.
m	After completion of work site cleaning shall be carried out by contractor within a week.
n	In case more than one contractor quote the L1 rates, the work may be awarded through draw of lottery.

Part B:

2	These special conditions shall be read in conjunction with General Conditions of contract.
3	Following order of precedence shall be followed for execution of the work: i) Provisions in drawings and technical specifications. ii) Provisions of special conditions, if any. iii) Provisions as per description of items in the bill of quantities. iv) Latest CPWD specifications (Vol. I to VII). v) Relevant Indian standard Specifications issued by BIS/ applicable International standards. vi) General terms and conditions of the contract.
4	The quoted rates will be for all height, depth, lift, lead, shapes, sizes & PPEs unless otherwise mentioned specifically in the description of item.
5	The drawing(s) attached with this tender document, if any, is (are) for the purpose of tendering only, for giving the tenderer a general idea of the nature and the extent of works to be executed. The rates quoted by the tenderer shall be deemed to be for the execution of works taking into account the "Design Aspect" of the item and in accordance with the "Construction Drawings" to be supplied to the contractor during execution of the works.
6	Working/ construction drawings, if required, shall be provided to the contractor in phased manner during construction period to suit the construction schedule.
7	All drawings documents issued to the contractor are the property of BHEL and are solely for the purpose of executing the works under this contract and are returnable after completion of the work. The contents of the drawings, documents, shall not be revealed to any persons/ parties not connected with this work.
8	Contractor shall co-ordinate his activities and co-operate with other agencies engaged in other types of works in the shop/work place such as air-conditioning, electrical and mechanical repair & maintenance, who may also be working in the shop/workplace simultaneously.
9	All materials, designs and drawings etc. to be supplied by BHEL shall be demanded well in advance giving reasonable time by the contractor during the operation of the contract.
10	Samples of materials, fittings etc. shall be submitted by the contractor and got approved from the Engineer In charge before supply in bulk at site of work. The bulk supply shall strictly conform to the samples approved. The approved samples shall be kept in the custody of the Engineer In charge till the completion of the work. The contractor shall get samples tested if so demanded by the Engineer in charge to comply with the required specifications. The cost of the samples so submitted and tests so carried out shall be borne by the contractor.
11	BHEL reserves the right to engage third party agency for quality inspection of all work done and material brought by the contractor for use in work. The contractor shall make all arrangement to carry out the tests so recommended and bear all expenses incurred. The rates quoted by the contractor/tenderer are deemed to include such expenses.
12	Any extra item concerning to the completion of work will have to be executed by the contractor, as per direction of Engineer In charge. The competent authority will decide the rates of such item but on no account the work will be stopped.
13	Quantities mentioned in bill of quantity may vary on either side as per actual requirement at site, but the overall deviation in the total value of contract shall be within $\pm 10\%$.
14	The contractor shall observe provisions of the Factories Act/ Rules and all applicable labour laws in respect to working hours, holidays, rest intervals, leaves, bonus, minimum wages and overtime to his employees. Work in second / third shift, overtime, on Sundays or on other declared holidays should be carried out after getting written permission from Engineer In charge.
15	In case of noncompliance of any of the labour laws, the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this, including expenditure on legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
16	No mobilization payment/advance etc. will be paid to the contractor.
17	Sales tax/ VAT & all other applicable taxes shall be recovered as per actual.

18 a)	One time EMD is not acceptable.
18 b)	Earnest Money deposited by the tenderer will be forfeited if: (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within the period as per LOI/ contract. In case the LOI/ contract is silent in this regard then within 15 days after award of contract. (iii) After issue of LOI, the tender fails to honour any undertaking submitted by him to meet the qualifying criteria within the specified time frame. (iv) In case any defect is found during guarantee period of 1 year from the date of completion of work, the contractor will have to repair the same at his risk and cost. The contractor must carry out the required repair within 15 days of notice to this effect by Engineer In charge, failing which balance security deposit may be forfeited.
19	Earnest Money deposit shall not carry any interest.
20	Security deposit from successful Tenderer shall have to be deposited before start of the work. The rate of security deposit will be as follows: For works up to Rs. 10 Lakh :10%, above Rs. 10 Lakh up to Rs. 50 Lakh : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakh and for works above Rs. 50 Lakh: Rs. 4 Lakh + 5% of the amount exceeding Rs. 50 Lakh.
21	Security deposit shall be released as follows: 50% shall be released along with the final bill and balance 50% shall be released after satisfactory completion of the maintenance period of the work duly verified by Site In charge and clearing of all dues. The maintenance period of the work shall be one year from the date of Completion.
22	Contractor will have to protect BHEL equipment and material from fire hazards or any other damages or loss. Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly liability for any compensation to any outsider on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
23	PROGRESS OF WORK (a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period of <u>08 months</u> . The detailed monthly bar chart for the activities for each month shall however be submitted by the contractor for approval by BHEL at least three days before start of the corresponding month. Value of work planned for each month (base monthly target, BMT) shall in any case be not less than 40% of the contract value spread uniformly over a period of 08 months. (b) Work should progress as per monthly milestone submitted and agreed by BHEL. In case there is shortfall in the value of work done with respect to monthly target, the contractor shall be given opportunity to cover up the pending work in subsequent month in addition to the base monthly target (BMT) set at 23 (a).
24	Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
25	The contractor shall have to deploy sufficient number of engineers/supervisors, skilled, semi-skilled and unskilled manpower for ensuring quality of work, timely completion and to ensure safety during the execution of the work.
26	The bidder may have to produce original document/s for verification if so decided by BHEL.
27	No excuses like hindrance because of jungle, extreme weather conditions, non-availability of labour and material, non-availability of Shut down etc. will be entertained for not completing the work in time. The contractor must plan his activities so as to overcome/minimize the impact of such impediments to ensure timely completion of the work.
28	All necessary precautions with respect to safety at site and environmental aspects shall have to be taken by the contractor for activities performed by his workmen.
29	For safety in execution of the work, the contractor must ensure that all labour engaged in the work at site should wear personal protective equipments (PPEs) such as safety shoes, safety helmet, safety belts, gloves, dust masks, apron and welding glasses etc. as required in the activity. If the contractor requests for issue of PPEs for use at site, BHEL may consider issuing the same (subject to availability) at BHEL purchase cost and recovery shall be made from the bills payable to the contractor.

30	BHEL shall not be responsible for providing accommodation to the contractor or to staff/workmen/labour engaged by the contractor during the contract period or subsequent maintenance period.
31	For entry inside the factory gate passes/token will be issued by CISF. For issue of gate passes/token the contractor shall submit an application in the prescribed format. For issue of gate passes/token requirements related to ESI, address proof, police verification etc. will have to be fulfilled by the contractor. The gate passes/ tokens to be issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.
32	Period of validity of offer should be 180 days from the date of opening of tender.
33	No escalation in cost will be permitted under any circumstances.
34	<p>The price quoted by the contractor should for the total quantity of work given in the bill of quantity and the quoted price should be exclusive of <u>Service Tax</u> but inclusive of all other taxes and duties. <u>Service Tax shall be as applicable as per actual. i.e. on total cost to BHEL basis. Percentage premium (above/at par/below) over the BOQ value will be decided based on the total cost quoted by the tenderer.</u></p> <p>Note: While raising invoice on BHEL contractor will be required to break up the Billing amount into gross value of work done & tax portion separately. Service tax is payable against service tax registration of the contractor and they have to show service tax portion separately in their invoice.</p>
35	Reverse auctioning amongst all technically qualified parties may be carried out for award of work. Reverse Auction shall be conducted by a service provider engaged by BHEL for the purpose. Detail of Reverse Auction, business rules for reverse auction is given in this tender document.
36	BHEL reserves the right to cancel the tender at any stage of tendering till signing of contract agreement without assigning any reasons thereof. In case the tender is cancelled due to any reason tender cost shall not be refunded.
37	<p><u>Water & Electricity :</u></p> <ul style="list-style-type: none"> • Water charge @ Rs 1% [i.e. @ one percent] shall be recovered on gross amount of work done. • Electricity shall be provided free of cost at one point near the site .Any provision for further distribution shall be carried out by contractor at his own cost.
38	<p><u>Payment Terms:</u></p> <ol style="list-style-type: none"> i) No advance payment shall be paid to the contractor. ii) No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted alongwith the bill. iii) After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed. iv) Running bills against work contract shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. Finance will process such bills and release the payment within 30 days normally after receiving the bills in Finance. v) Final bills against work contract shall be submitted to finance within 2 months from the date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. Finance will process such bills and release the payment within one month normally after receiving the bills in Finance.
39	<p>Liquidated Damages</p> <p>This clause shall be applicable in accordance to clause no.43 of general condition of contract.</p>

40	<p>Penalty Clause</p> <p>In case the contractor makes delays in commencing the work within the time specified by BHEL in spite of a reasonable notice in writing, OR in case the contractor fails to Comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole. In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL, including the loss suffered on account of having the work executed through any other contractor or department as may be Convenient to BHEL in accordance with the exigencies of the work. In case only a Part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.</p>
41	<p>Items based on DSR/Analyzed items are liable for correction, if any omission/typographical/calculation error is found at any stage.</p>
42	<p>Tenderer must sign & stamp on all the pages of the tender document and fill up the offer in all respect. Any document not signed and stamped by the authorized signatory of the bidder shall not be accepted & liable to be rejected the offer submitted.</p>
43	<p>Offer of CFFP registered contractors/ contractors earlier worked with CFFP shall be rejected if contractor has been rated below 70% in “CONTRACTOR’S PERFORMANCE REPORT” in last one year (year ending tender opening date), in any of CFFP works contract in any field/ area/ department.</p>
44	<p>SPECIAL CONDITION FOR MSME:</p> <p>“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”</p>

ANNEXURE-B

**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

This is to certify that M/s.....,
(hereinafter referred to as 'company') having its registered office at..... is registered
under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... dtd:....., Category:..... (Micro/Small).
(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial
year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and
the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and
other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for
.....Micro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date
of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of
3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated
01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

UNDERTAKING
(To be filled by the Tenderer)

1. I/We have carefully perused all the terms and conditions of the tender, NIT including general conditions of contract and special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in Toto.
2. **I/We certify that all information and documents submitted by me/us are genuine and true to best of my/our knowledge. If any information/ document submitted by me/us is/are found to be false/ fake/incorrect at any stage, BHEL has the right to cancel my offer against this tender and forfeit the EMD submitted by me/us.**
3. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us.
4. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
5. I/We shall pay minimum wages as applicable from time to time including leave & bonus with wages to my/ our workers as per rules /Act.
6. I/ We shall abide by the Service Tax Act/ Rules as applicable.
7. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
8. I/ we shall maintain valid labour license throughout the period of contract.
9. I/we accept to take the payment through E-Mode.
10. I/we accept to quote the price bid through Reverse Auction (R/A) as per attached annexure.
11. Details of earnest money enclosed with the offer:
 - a) Amount:
 - b) (i) NSIC certificate details.....
 - (ii) Demand draft No. Date Bank

Technical Specifications for the work.

1. Work shall be executed as per the specifications/details given in the BOQ.
2. Where ever complete description is not mentioned in the BOQ, CPWD specification(s), relevant IS Code(s) or international code(s) shall be applicable.
3. In case of any ambiguity BHEL's interpretation shall be final & binding.

Business Rules Document

Business Rules, Terms & Conditions of Online Reverse Auction for the work of R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP. vide NIT No.: PMG/16-17/26

BUYER'S NAME	BHARAT HEAVY ELECTRICALS LIMITED PMG, CFFP, BHEL HARIDWAR
AUCTION TO BE CONDUCTED BY	Shall be intimated later
DATE & TIME OF AUCTION	Auction Date : Shall be intimated later <i>Online Initial Sealed Bid Time : 2:00 PM – 2:30 PM (IST)</i> Online Reverse Auction Time : 3:00 PM – 4:00 PM (IST)
DOCUMENTS ATTACHED	1) Terms & Conditions of Reverse Auction (<i>Annexure-I</i>) 2) Business rules for Reverse Auction (<i>Annexure-II</i>) 3) Process Compliance Form (<i>Annexure-IV</i>)

Terms & Conditions of Reverse Auction

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 (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

Annexure – II

Page 1 of 6

This has reference to tender no PMG/16-17/26 BHEL shall finalize the Rates for “R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP” through Reverse Auction mode. BHEL has made arrangement with {Service provider}, who shall be BHEL’s authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender Enq. No. PMG/16-17/26, (b) Bidders’ technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on {date}:

- **Online Sealed Bid:-**

- {Start Time:
- Close Time: }

- **Online Reverse Auction:-**

- {Start Time:
- Close Time:}

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

The above process will continue till completion of Reverse Auction.

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

Annexure – II

Page 2 of 6

3. **Bid price:** The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. **Bidding currency and unit of measurement:** Bidding will be conducted in {*Indian Rupees per Unit*} of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. **Validity of bids:** Price shall be valid for {... days} days from the date of reverse auction. These shall not be subjected to any change whatsoever.
6. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The „opening price" i.e. start price for RA and "bid decrement" will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples

thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.

- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).
- In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.
- Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.
10. Only those bidders who have submitted the „online sealed bid“ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through **{Service provider}**), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time

by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to **{Service provider}**, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be

clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor {Service provider} is responsible for such eventualities.

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

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

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

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

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

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. **{Service provider}**, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. **{Service provider}**, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to **{Service provider}** besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. **PMG/16-17/26**. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
1. Bidders shall be assigned a **Unique User Name & Password** by BHEL or **{Service**

Annexure – II

Page 6 of 6

provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ **{Service provider}** to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ Bidders" Company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder c.
 - c. Start Price
 - d. Decrement value
21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL"s decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of **{Service provider}** the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

Annexure – IV

Page 1 of 1

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

To,
{Service provider},
- *Postal address*}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for **R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP** against BHEL enquiry/ RFQ no. **PMG/16-17/26**.

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

GENERAL CONDITIONS OF CONTRACT CONTENTS

S.No.	Description	S.No.	Description
CHAPTER-I		36.	Covering of work.
1.	Definitions.	37.	Approval of works by stages.
CHAPTER-II (Scope of contract)		38.	Execution of work.
2.	Heading to the conditions.	39.	Responsibility for Building
3.	Contract documents.	40.	Inspection of works.
4.	Work to be carried out.	41.	Damage and loss to private property
5.	Deviations.	42.	Completion.
6.	Time.	43.	Compensation as liquidated damage for delay.
7.	Stores & Materials	44.	Cancellation of contract for corrupt Acts.
8.	Delay and extension of time.	45.	Cancellation of contract due to insolvency, assignment etc.
9.	Patent rights.	46.	Cancellation of contract for default
10.	Octroi & Other Duties.	47.	Termination of contract due to death
11.	Royalties.	48.	Special power of termination.
12.	Plant & Equipment	49.	Fair wage.
13. (a)	Assignment of transfer of contract	50.	Site Clearance
13. (b)	Sub contract	CHAPTER-IV (Valuation & Payment)	
14.	Laws governing the Contract	51.	Record & Measurement
15.	Compliance to regulations and byelaws.	52.	Valuation of deviation.
CHAPTER-III (Performance of Contract)		53.	Variation of price (Materials) consequent to Act of legislature
16.	Security deposit.	54.	Advance on account.
17.	Order under the contract.	55.	Final bills.
18.	Admission to site.	56.	Payments of bills.
19.	Contractors Supervision.	57.	Recovery from the contractor
20.	Labour laws to be complied with the contractor.	58.	Post technical Audit
21.	Accommodation for labour.	59.	Refund of security deposit.
22.	Medical Expenses.	60.	Arbitration
23.	Conservancy.	61.	Implementation of provision of the Apprentice Act.
24.	Nuisance.	62.	Safety & Security.
25.	Water & Electricity	63.	Schedule A: List of works & prices
26.	Temporary workshops.	64.	Schedule B: Material supplied by BHEL (Free of cost)
27.	Stores & Materials at site.	65.	Schedule C: Issue of tools & plants to the contractor.
28.	Tools & Plants on site.	66.	Annexure A- Format for work order/ Agreement
29.	Statement of Hire Charges.	67.	Annexure B- Format for Contractor Agreement
30.	Precautions against risks	68.	Format for Indemnity Bond
31.	Notices & Fees.	69.	Terms and Conditions
32.	Setting out of work & protecting/ maintaining signal & marks	70.	Environmental Conditions/precautions.
33.	Site drainage.		
34.	Excavation relics etc.		
35.	Foundations.		

CHAPTER - I

1. DEFINITIONS:

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof together with all the documents referred to therein including General and Special conditions of contract, schedule A, B and C, the CPWD Delhi Schedule of rates 2002 and CPWD specifications Vol.I to VII as amended upto date and the drawings. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide Schedule A, B, C and / or General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "WORK" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-Incharge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "SITE" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (f) The abbreviations "SE/ Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "ENGINEER INCHARGE" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "APPROVED" means the approval of directions of the Sr.Manager/ Manager/ Dy.Manager or person deputed by them for the particular purpose.
 - (i) "Bharat Heavy Electricals Limited" hereinafter referred to as BHEL shall mean the Director / Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the Project Officer, Manager or Sr.Engineer authorized to invite tenders and enter into contract for works on behalf of the Company. BHEL means the Bharat Heavy Electricals Limited/ CFFP plant of the said Company at Ranipur, Hardwar.
- (j) In the case of percentage rate contract, "Contractor's percentage" shall if the context so permits means the uniform percentage tendered by the contractor and accepted by the Accepting Officer and expression "Contract Rates" shall refer to rates in the CPWD schedule of rates 2002 and CPWD specifications vol. I to vol. VII as amended upto date, as adjusted by the said contractor's percentage if any.
- (k) The "CONTRACT SUM" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.

- (l) The "FINAL SUM" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (m) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (n) A "WEEK" means seven days without regard to the number of hours worked in any day in that week.
- (o) A "DAY" means a day of 24 (twenty-four) hours irrespective of the number of hours worked or not worked in that day.
- (p) A "WORK DAY" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (q) "DEVIATION ORDER" means any order given by the Engineer -Incharge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (r) "EMERGENCY WORK" means any urgent measures which in the opinion of the Engineer Incharge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (s) "PROVISIONAL SUM" or "PROVISIONAL LUMPSUM" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (t) "PROVISIONAL ITEMS" means items for which approximate quantities have been included in the tender documents.

CHAPTER - II

SCOPE OF CONTRACT

2. HEADING TO THE CONDITIONS:

The heading to these conditions shall not affect the interpretation thereof. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor

3. CONTRACT DOCUMENTS:

The accepting officer shall furnish to the contractor on demand and at a specified cost, two copies of the signed drawings and schedule if any, and copies of all the drawings and specifications on the site and the Engineer in-charge or his representative shall have, at all reasonable times, access to them.

4. WORKS TO BE CARRIED OUT:

The contractor shall, include all labour, materials, tools, plant, equipment & transport which may be required in preparation for, and in the entire execution and full completion of work. Techno-commercial Bid to have prepared in accordance with good practice and recognized principles & unless otherwise stated the descriptions given therein shall be held to excluding rate on materials, carriage, and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid. Any error in description or in quantity in the Bid or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised there in accordance to the drawings and material workmanship but the articles or materials specified may be obtained from any other firm subject to the prior written approval of the Executive Director of the First Party.

In case of any discrepancy between Bid, the specification and/ or the drawings, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonably and obviously and fairly intended for the satisfactory completion of the work, whose decision shall be final and conclusive. Such details shall be provided by the contractor without any extra cost as if they were specifically mentioned and shall be deemed to be included in the contract. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

5. DEVIATIONS:

The contractor shall not make any alteration and addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer Incharge. No such DEVIATION from the work described in the tender documents shall be valid unless the same has been specifically confirmed in writing.

The Accepting Officer may deviate, either by way of addition, deduction to or deletion of individual item to any extent from the work so described provided that the contract sum thereby carried on the whole, by not more than the percentage set out in the tender documents. The value, of all additions, deductions to or deletions will be added, deducted or to deleted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations, which are to be made on the lump sum assessment or the proposed basis of payment, the extra items allowed, if any, and the date for completion of entire contract. Any objection by the contractor to any matter consisting the order shall be notified by him in writing to Engineer Incharge within seven days from the date of such order, but under no circumstance shall the work be stopped (unless so ordered by the Engineer Incharge) owing to such difference or controversy that may arise from such an objection by the contractor. The Contractor shall be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with Engineer Incharge regarding the terms of proposed deviation, the

objection shall be referred to the Accepting Officer or Dy.Manager/ Manager as authorized by Accepting Officer whose decision shall be binding on the contractor.

6. TIME :

Time is the essence of the contract and is specified in the tender document or in each individual work order.

As soon as possible after the contract is let or any substantial work order is placed and before the work is to begin, the Engineer Incharge and the contractor shall (if so required by the Engineer Incharge) agree a time and progress chart for completion of the work within the scheduled time. The chart in the work order shall have the completion date of the individual items thereof and/ or the contract or order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various processes or sequences of the work, and shall be amended as may be required by agreement between Engineer Incharge and contractor writing the limitations of time imposed in the tender document or order.

In the absence of any specific time and progress chart to be agreed to between the contractor and Engineer Incharge, the contractor shall ensure and maintain, uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and the proportion of work that shall be completed up to any time in relation to the entire work to be done under the contract or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the tender documents or order. The contractor shall suspend the execution of the work or any part or parts thereof whenever called upon in writing by the Engineer Incharge. The contractor will be allowed an extension of time for completion limited to not less than the period of suspension but no other claim in respect for compensation or otherwise whatsoever will be admitted. Time may also be extended to allow for alteration of work made by the deviation order as may be decided upon by the Engineer Incharge in consultation with the contractor.

7. STORE AND MATERIALS:

The contractor shall, at his own expense, supply all stores and material required for the contract other than those listed in schedule "B" which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best kind as described in the specification and the contractor shall ensure that the stores and materials so comply with the specifications. The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of Engineer Incharge, who may reject all stores and materials not corresponding either in quantity or character to the approved samples. The stores and materials so rejected shall be duly replaced by the Contractor in time to ensure completion of the work as scheduled and the rejected stores/ materials shall also be replaced by him at his own cost and effort.

In case of stores provided under Bill of Quantity, the contractor shall bear the cost of loading, transporting to site, unloading, storing under cover and as required, assembling and jointing the several parts together as necessary and incorporating fixing these stores and materials in the work including all preparatory work of whatever description that may be required, and returning empty cases or containers to the place of issue without any extra charge.

8. DELAY AND EXTENSION OF TIME:

If in the opinion of Engineer Incharge the work is delayed by any one or more of the following:

- 1) By reason of abnormally bad weather,
- 2) By reason of serious loss or damage by fire,
- 3) By reason of Civil commotion, local combination of worker, strike or lockout, affecting any of the trades employed on the work,
- 4) By delay on the part of the agency or tradesmen engaged by B.H.E.L./ CFFP in executing work not performing part of this contractor,
- 5) Earthquake
- 6) Floods
- 7) Busy of nation
- 8) Riots
- 9) Non-availability of stores which are responsibility of BHEL etc. the same shall be covered under force majeure.

- 10) By reason of any other cause, which in the absolute discretion of the Engineer In charge is (when he is the accepting officer of the contract) beyond the contractor control).
When in such case(s) the accepting officer, on recommendation of the Engineer Incharge (or higher authority) to be specified in this regard, may make fair and reasonable extension in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer Incharge in writing, but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer Incharge to proceed with the work. The delay caused on this account may be waived by the Accepting Officer on merit, based on the written request of the Contractor.
9. **PATENT RIGHTS:**
The contractor shall fully indemnify BHEL or the agent servant or employees or BHEL against any action, claim or proceeding to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of article or part thereof included in the contract. In the event of any claims being made or action against BHEL in respect of any of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that the payment of indemnity shall not apply when such infringement has taken place, in complying with the specific direction issued by BHEL but the contractor shall pay any royalties payable in respect of any such use.
10. **OCTROI AND OTHER DUTIES:**
All charges on account of octroi, terminal or sales tax and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be borne by the contractor.
11. **ROYALTIES:**
Royalties fixed from time to time as per prevalent local rules will be recovered for materials, after which the contractor may be allowed to remove from quarries situated on land, which is in the charge of BHEL authorities.
12. **PLANT & EQUIPMENT:**
The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.
13. a) **ASSIGNMENT OR TRANSFER OF CONTRACT:**
The contractor shall not without prior written approval of the accepting officer, assign or transfer the contract or any part thereof or any share, or interest wherein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor without prior written approval of Accepting Officer to the assignment or transfer of such money.
- (b) **SUB CONTRACT:** The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Officer.
14. **LAWS GOVERNING THE CONTRACT:**
This contract shall be governed by the Indian Laws for the time being in force.
15. **COMPLIANCE TO REGULATION AND BYE LAWS:**
The contractor shall conform to the provisions of any statute relating to the work and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings with whom/whose systems the work is proposed to be connected. Before making any variation from the drawings or specifications so as to necessitate for such connections the contractor shall give notice to Engineer Incharge specifying the variations proposed to be made and the reasons thereof. Until he has received instructions from the Engineer Incharge in respect thereof, the contractor required shall be bound to give all notice by statute regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

CHAPTER - III

PERFORMANCE OF THE CONTRACT

16. SECURITY DEPOSIT:

- (a) Security deposit from successful Tenderer shall have to be deposited before start of the work. The rate of security deposit will be as follows: For works upto Rs 10 lacs: 10%; above Rs 10 Lacs upto Rs 50 Lacs: Rs 1 Lacs + 7.5% of the amount exceeding Rs 10 Lacs; and above Rs. 50 Lacs.: Rs. 4 Lacs + 5% of the amount exceeding Rs. 50 Lacs.
- (b) Security deposit may be furnished in any one of the following forms:
- (i) Cash (as permissible under Income Tax Act)
 - (ii) Pay order, Demand Draft in favor of BHEL.
 - (iii) Local cheques of scheduled banks, subject to realization
 - (iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank).
 - (v) Bank Guarantee from Scheduled Banks/ Public Financial Institution as defined in the Companies Act subject to a maximum of 50% of total security deposit value. The balance 50% has to be remitted either by cash or in the form of security. The Bank Guarantee format should have the approval of BHEL.
 - (vi) Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
 - (vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
 - (viii) EMD of the successful Tenderer shall be converted and adjusted against security deposit.
 - (ix) The security deposit shall not carry any interest.

NOTE: Acceptance of security deposit against Sl.No.(iv) and (vi) above will be subject to hypothecation or endorsement on the document in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

BHEL shall not be responsible for any loss of securities or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the contractor to BHEL, under the terms of contract with BHEL, may be deducted from the security deposit or realized by the sale of the securities or from the interest arising thereof from any sums which may be due or may become due to the contractor by BHEL on any account against this contract or any other contract in BHEL and in the event of his security deposit being reduced by reason of such deduction or sale as aforesaid the Contractor shall within seven days there from make good in cash as aforesaid any sum or sums whatsoever against the contractor, such deduction by which the security deposit has been reduced.

17. ORDERS UNDER THE CONTRACT:

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

18. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Engineer Incharge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

The contractor shall be provided if necessary or required at site, temporary access thereto and shall modify and maintain the same as required from time to time. He shall take out and clear away and access route when no longer required, restoring the area to its original condition. The Engineer Incharge shall have power to execute other works whether or not connected with the work in contract agreement on the site contemporaneously with the execution of the original work and the contractor shall give reasonable facilities for this purpose.

BHEL reserves the right of taking over, at any times any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. The photographs of the site of work or any part therein shall be taken, published or otherwise circulated with the prior approval of Engineer Incharge.

No such approval shall, however, exempt the contractor from complying with any statutory provision in regard to the taking and publication of such photograph. No such approval shall, however, exempt the contractor or shall give him the right to entry to the site at all time. The Engineer Incharge shall have the power to exclude from the site any person of the Contractor whose admission thereto may in his opinion be undesirable for any reason whatsoever.

19. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent agent approved by the Engineer Incharge to act in his stead.

The contractor shall employ such Agent having atleast DEGREE of BACHELOR of Engineering from a recognized University for contract value exceeding rupees ten lacs, or having at least a diploma in civil engineering from a recognized college for contract value exceeding Rs.5 Lacs but not exceeding Rs ten Lacs. The employment of any agent as aforesaid shall not be necessary if the contractor himself is in possession of recognized technical qualification and is in opinion of the Engineer Incharge, capable of receiving instructions of the Engineer Incharge and for execution of the works to the full satisfaction of the Engineer Incharge. If the contractor fails to appoint a suitable Engineer/ agent as aforesaid, the Engineer Incharge shall have full power to suspend the execution of work and stop payment of any advance that may become due until such date till a suitable Engineer/ agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition mentioned above.

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

The contractor or his accredited agent shall attend whenever required and without making any claim for doing so, either to the office of the Engineer Incharge or the work site to receive instructions. The Engineer Incharge shall have full power and without assigning any reason, to require the contractor immediately and cease to employ in connection with this contract any agent, servant or employee whose continued employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.

20. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required by the specifications and to the satisfaction of the Engineer In charge.

Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor to provide employment card / identity with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract no. and duration of validity of card. Contractor will be responsible for good conduct of his employees. In case of any misconduct /misbehavior by any employee, the contractor will replace such employee(s) immediately.

BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.

The contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.

Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, in accordance with the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 or Minimum Wages Act wherever applicable, including the relevant statutory provisions of the State Government. The contractor shall ensure payment of wages to the Contract labour employed by him latest by 7th of the following month. The above payments shall be verified by the departmental supervisor under his name and designation.
- ii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the Contractor shall comply with or cause to be complied with the BHEL's Contractor's Labour Regulations made by BHEL from time to time or as per the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 and Minimum Wages Act wherever applicable.
- iii) A) The Engineer Incharge concerned shall have the right 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 workforce by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

- B) Under the provisions of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rates as for duty. In the event of default the Engineer Incharge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer Incharge concerned.
- iv) The contractor shall duly comply with the provisions of the Payment of wages Act-1936, Minimum Wages Act 1948, Employees liability Act-1938, Workmen's compensation Act-1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, EPF and MP Act 1952, Payment of Gratuity Act 1972, Income tax Act, Service Tax Act, Employees State Insurance Act, Payment of Bonus Act 1967 etc. and the Contract Labour (Regulations and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- a) Contractor must ensure payment of PF, pension dues under EPF and MP Act 1952 to the RPFC.
 - b) Contractor must ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. / Card of each employee.
 - c) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slip to his employees.
 - d) The contractor shall furnish proper returns to the concerned statutory authorities like PF etc. and also provide a copy of the same to BHEL.
 - e) In case of non compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc. , the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
 - f) Payment of bonus under the Payment of Bonus Act, payment of Gratuity under the Gratuity Act and retrenchment compensation under act will be the sole responsibility of contractor.
 - g) Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act.
 - h) Contractor will give three National Holidays to his workers.
- v) The contractor shall indemnify and keep BHEL indemnified against statutory payments to be made under for due observance of the laws aforesaid as well as the BHEL contractor's Labour Regulations without prejudice to his rights to claim indemnity from his sub-contractors not affecting BHEL under any event or statutory violation by the contractor.
- vi) The laws aforesaid shall be deemed to be part of this contact and any breach thereof shall be deemed to be a breach of the contract.
- vii) Whatever is the minimum wage for the time being, such wage shall be paid by the contractor to the workmen directly without any intervention of jamadar and that jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen and by way of commission or otherwise.
- viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by that jamadar from the wages of workmen engaged by him in the work premises of BHEL.
- ix) All the registers and records shall be preserved in original for a period of 3 years from the passing of final bill and shall be produced on demand before any officer, inspector, etc. of the Government/ BHEL.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expenses arrange for the safety provisions as per BHEL Safety Clause framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities aforesaid the Engineer Incharge shall be at liberty to make arrangement and provide facilities as aforesaid and recover in full the costs incurred in that behalf from the contractor.

Should it appear to the Engineer Incharge that the contractor is not properly observing and complying with the provisions of the BHEL Contractor's Labour Regulations and Model Rules and the Contract Labour (Regulation and Abolition) Central Rules 1971, for the protection of health and sanitary arrangements for the workmen employed by the contractor, (hereinafter referred as "the said Rules") the Engineer Incharge shall have the power to give notice in writing to the contractor requiring that the said rules be complied with and the amenities prescribed therein be provided to the workmen within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the workmen as aforesaid, the Engineer Incharge shall have the power to provide amenities herein before mentioned at the cost of the contractor.

- The Engineer-Incharge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employee upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.
- It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/ buildings in that position.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery. The contractor will be liable for all payments to be made under the law and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.

21 ACCOMMODATION FOR LABOUR:

The contractor shall arrange accommodation for his work people at his own expense during the progress of the work. BHEL will not provide any accommodation or the place for accommodation to the contractor.

22 MEDICAL EXPENSES:

The contractor shall arrange all the medical expense through ESI or at his own.

23. CONSERVANCY:

The contractor shall at his own expenses, carry out all instructions issued to him by Engineer Incharge to effect a proper disposal to night soil and other conservation work in respect of the contractors work people or his employees on the site.

The contractor will bear the cost of any charges levied by the local authority for the execution of such work on his behalf.

24. NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which may cause unnecessary disturbance or inconvenience to the owners, tenants or occupier of other properties near the site and to the public generally and shall secure the efficient protection of streams and water ways against pollution.

25. WATER & ELECTRICITY:

Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-

- i) Water charge @ Rs 1/ 100 [i.e. @ one percent] shall be recovered on gross amount of work done.
- ii) Electricity shall be provided free of cost.
- iii) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main source of supply as directed by Engineer Incharge.
- iv) Department do not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the

same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

26. TEMPORARY WORKSHOPS STORES etc.:

The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores, offices etc. required for the proper and efficient execution of work. The planning, sitting and execution of these buildings/ works shall have the approval of the Engineer Incharge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer In-charge.

27. STORES AND MATERIALS ON SITE:

All stores and materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer Incharge, where in accordance with the contract, stipulations certain stores and materials (for incorporation in the work) are to be issued to the contractor by BHEL as detailed.

Under schedule "B" such items will be so issued only to the extent required for the actual completion of the work as stipulated in the contract. The decision of Manager/ DGM regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work, the cost will be recovered from the contractor at punitive rates, which will be as mentioned in Schedule "B".

As regard issue of material and stores to be issued to the contractor by BHEL, the contractor shall give the Engineer in-charge reasonable notice in writing of his requirement of such stores/ materials and on the approval of his demand being notified to him, he shall make immediate arrangement for drawing the same. Such stores and materials shall be transported by the contractor at his own expense direct from the place of issue to the site of work with the prior written approval, obtained from the Engineer Incharge to take them to a store or work shop or else where. BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or at any factory or workshop or other place where material intended to be used in or on the workshop, or other places such stores or materials are being fabricated or manufactured, or at any place where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer Incharge shall be entitled to have tests made of any stores or materials supplied by the contractor who shall provide at his own expense all facilities which the Engineer Incharge may require for this purpose. If at the discretion of Engineer Incharge, independent expert is employed to make any such tests, his charges shall be borne by the contractor only, if the test disclosed that the said stores or materials are not in accordance with the provisions of the contract.

Should the Engineer Incharge consider at any time during the construction or reconstruction or prior to the expiry of the maintenance period that the stores or materials provided by the contractor are unsound or of a quality inferior to the constructed or otherwise and not in accordance with the contract (in respect whereof the decision of the Engineer Incharge shall be final and conclusive). The contractor shall on demand in writing from the Engineer Incharge specifying the stores or materials complained or notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense to the entire satisfaction of Engineer Incharge and in the event of his failing to do so within a period to be specified by Engineer Incharge in his demand aforesaid, the Engineer Incharge may replace with others, the stores or materials complained of, at the risk and expense in all respect of the contractor.

The liability of the contractor under this condition shall not extend beyond the maintenance period aforesaid except as regard stores or materials, which the Engineer Incharge shall have previously given, notice to the contractor to replace that. (Maintenance period for any work under this organization will be TWELVE MONTHS from the date of actual completion of the particular work and handing over to BHEL in the case of building works and SIX MONTHS for all other works.).

All stores and materials brought to the site shall become and remain the properties of BHEL and shall not be removed from the site without the prior written approval of the Engineer Incharge. However when the work is finally completed, the contractor shall at his own expense forthwith remove from the site surplus stores and materials originally supplied by him and upon such removal the same shall revert and become the property of the fixing in the work and which after making due allowance for the reasonable wear and tear/ or waste have not on completion of the works been so incorporated or fixed, shall be returned by the contractor at his own expense to the place of issue.

Credit for surplus stores and/ or material returned by the contractor to BHEL will be given to him at a price, based on the prevailing market rate but not exceeding that at which the said stores and materials were originally issued to him but due consideration shall be given to the allowance claimed by BHEL, in respect of any depreciation or damage suffered by the stores and / or materials while in the custody of the contractor regarding which the decision of Engineer Incharge shall be final and conclusive.

If in the opinion of the Engineer Incharge (which will be final and conclusive) any stores supplied by the BHEL have either during progress of work or after completion of work but under the custody of the contractor, become damaged to such an extent that they cannot be usefully utilized either in the same work or in other work, the Engineer Incharge shall not accept the stores and in the event of his so rejecting, the contractor shall be charged for the said stores at a rate fixed by the accepting officer. The contractor shall not be entitled to any claim whatsoever on this account.

28. TOOLS AND PLANTS AT SITE:

All tools, plants and equipment brought to site shall become the property of the BHEL and shall not be removed from the site without the prior written approval of the Engineer Incharge. When the work is finally completed or contract is terminated for reasons other than the default of the contractor, the contractor shall forthwith remove from the site all tools, plants and equipment (other than those as may have been provided by BHEL) and upon such removal the same shall become the property of the contractor.

29. STATEMENT OF HIRE CHARGES:

A monthly detailed statement of the hire charges incurred in respect of BHEL tools, plants, equipment etc. shall be given to the contractor by the Engineer Incharge.

30. PRECAUTIONS AGAINST RISK:

The contractor shall be responsible for providing at his own expense, for all precautions to prevent loss or damage from any and all risk and to minimize the amount of any such loss or damage and for necessary steps to be taken for the said purpose until the works have been handed over complete in all respect to the Engineer In-charge.

The contractor shall provide all watchmen necessary for the protection of site, the work, the materials, tools, plants, equipment and anything else lying in the site during the progress of work. He shall solely be responsible for and shall take all responsible and proper steps for protecting, securing and watching all and/ or about the work and the site which may be dangerous to any person whatsoever.

31. NOTICES AND FEES:

The contractor shall give all notices required by any statutory provisions or by the regulations and/ or bye-laws or any local authority and/ or of any public service, company or authority affected by the work or with those systems if the same are or will be contracted. The contractor shall pay and indemnify BHEL against any fees and charges demandable by law under such Acts, Regulations and/ or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

32. SETTING OUT OF THE WORK & PROTECTING/ MAINTAINING SIGNALS & MARKS:

The Engineer Incharge shall supply dimensions, drawings, levels and other information necessary to enable the contractor to set out the work. The contractor shall at his own expense setout accurately according to the drawings, figures and dimensions there, on all the work in the contract and any extras or additions thereto and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals on surface, alignment stones, mile stones and all similar marks whether putting by BHEL authorities for the purpose of checking the contractor's work in the tenure of the contractor, be put under the care of the contractor who shall, at his own expense take all proper and responsible precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever the same may, if deemed necessary, be replaced by the Manager/ DGM to the contractor's expense and the cost thereof deducted from any money thereon or/ after becoming due to the contractor.

Where requested by the contractor, the level mark, center line and chainage pegs corresponding to those as shown on the drawings, will be pointed out to the contractor on the ground but all bench marks or chainage pegs additional to these shown on the drawing shall be provided by the contractor at his expense.

33. SITE DRAINAGE:

All water that may accumulate on the site during the progress of the work or in trenches and excavations shall be removed by the contractor to the entire satisfaction of the Engineer Incharge at his own expense.

34. EXCAVATION RELICS etc.:

Material of any kinds obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as the Engineer Incharge directs.

All gold, silver, oil and other materials of any description and all precious stones, coins, treasures, relics, antiquities and other similar items which may be found on at/upon the site shall be the property of the BHEL.

35. FOUNDATIONS:

The contractor shall not lay any foundation until the excavations for the same have been examined and approved in writing by the Engineer Incharge.

36. COVERING OF WORK:

The contractor shall give reasonable notices in writing to the Engineer Incharge whenever any work is to be permanently covered or canceled, whether by earth or other means so that it can finally be inspected or measured if necessary. In default of doing so the contractor shall, if required by the Engineer Incharge uncover such work at his own expense.

37. APPROVAL OF WORKS BY STAGES:

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

38. EXECUTION OF WORK:

The work shall be executed in a workman like manner and to the satisfaction in all respect of the Engineer Incharge. The Engineer Incharge will communicate or confirm his instruction to the contractor in respect of the execution of the work in a " WORK SITE ORDER BOOK " maintained at his office and the contractor shall visit this office, daily and shall conform receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order notices in writing within the intent and meaning of these conditions.

39. RESPONSIBILITY FOR BUILDINGS:

In the event of any building or part of any building being handed over to the contractor for execution of work thereto under provisions of the contract, he shall give a written receipt for all fixtures, glasses etc. and shall be required to make good at his own expense all damage resulting from whatsoever cause while in his charge and on completion of the work to deliver up the said building or part thereof in a clean stage complete in every particular to the entire satisfaction of the Engineer Incharge.

40. INSPECTION OF WORKS:

BHEL Officers concerned with the contract shall have power at any time in respect and examine any part of the work and the contractor shall provide such facilities as may be required for such inspection and examination. Should the Engineer Incharge consider at any time during the construction or reconstruction or prior to the expiry of maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract, in respect whereof the decision of the Engineer Incharge shall be final and conclusive. The contractor shall on demand in writing from the Engineer Incharge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct, the work so specified, in whole or in part as the case may be, require at his own risk and expense to the entire satisfaction of Engineer Incharge, who may accept the work at reduced rate if deemed fit. However, the liability of the contractor under this condition shall not extend beyond the maintenance period except as regard workmanship, which the Engineer Incharge should have previously given notice to the contractor to rectify.

41. DAMAGE AND LOSS TO PRIVATE PROPERTY AND INJURY TO WORKS:

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer Incharge and pay compensation for any injury, loss or damage caused to any property or right whatsoever including property or/ and rights of BHEL (or agent /servants/any outsider or employees of BHEL) and the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL, against all claims enforceable against BHEL) or which would be so enforceable against BHEL were BHEL a private person in respect of any such injury (including injury resulting in death, loss or damage to any person whatsoever or property, including all claims which may arise under Workman's Compensation Act or otherwise.

42. COMPLETION:

The works shall be completed to the entire satisfaction of the Engineer In-charge and in accordance with contractor's forecast of time and progress where operative and that, all unused stores and materials, tools, plant, equipment, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste material and delivered up clean and tidy to the satisfactions of the Engineer In-charge at the contractor's expense on or before the scheduled date of completion. BHEL shall have power to take over from the contractor from time to time such section of work as have been completed to the satisfaction of the Engineer In-charge. The Engineer Incharge shall certify to the state of the work at the end of the maintenance period where applicable.

43. COMPENSATION AS LIQUIDATED DAMAGES FOR DELAY:

If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress as set out under the caption "TIME " in clause 6 of these General Conditions, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.50 percentage of the contract sum for every week of extension sought beyond the scheduled date of completion as shown in schedule " A " of the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the contract sum. Such amount may be adjusted or set off against any sum payable to the contractor under this or any other contract. In case any penalty is to be levied at any stage during the progress of work, reference be made to the clause as mentioned in special condition of tender.

44. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

The Accepting Officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter, BHEL cancel the contract if any of the following cases and the contractor shall be liable to pay to BHEL for any loss or damage relating from any such cancellation to the same extent as provided in the case of cancellation of defaults.

If the contractor---

(a) offer to give or agree to give to any person in BHEL service, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or for borne to do any act in relation to obtaining or execution of this or any other contract for BHEL service.

OR

(b) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer.

OR

(c) Obtain a contract with BHEL as a result of ring tendering or by non-bearing methods or competitive tendering without first disclosing the fact in writing to the Accepting Officer.

OR

(d) Steal or misuse of any property of BHEL either by himself or through his workmen within his knowledge or convince.

45. CANCELLATION OF CONTRACT DUE TO INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUB-LETTING OF CONTRACT.

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

If the contractor -----

(a) being an individual or if a firm, or any partner thereof shall at any time to be adjudged bankrupt or having a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being enforce or make any connivance or assignment or makes unauthorized or illegal arrangement for the benefit of his creditors or propose to do so, or if any application be made under any bankruptcy and for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors,

OR

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

OR

(c) Assigns, sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting Officer.

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at the contractor's risk and expense, provided that, in the event of the cost of completion (as certified by Engineer Incharge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL, and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer Incharge or the same shall be recovered from the contractor by other means.

In case BHEL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the

contractor under this condition shall consist of the cost of materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM / GM, whose decision shall be final and conclusive.

46. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT:

If the contractor—

- (a) submitted the offer unsigned & stamped the offer shall be considered rejected.
- (b) Makes default in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after a reasonable notice from the Engineer Incharge.
OR
- (c) in the opinion of the Engineer Incharge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work with due diligence and continues in that state after reasonable notice from Engineer Incharge.
OR
- (d) Fails to complete the work, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to BHEL contract.
OR
- (e) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with order properly issued.
OR
- (f) fails to complete the work , work order, and items of work with individual dates for completion and clear the site on or before the date of completion, or if fails to achieve the conditions of contract., the Accepting Officer, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter or do only such work order or items of work in default from the contract at the expense and cost of the contractor. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work as a whole or part to under this contract, the contractor shall either pay the excess amount ordered by Engineer Incharge or the same shall be recovered from the contractor by other means.

In case of BHEL completes the work or any part thereof under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of the materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM whose decision shall be final and conclusive.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retrenchment compensation.

47. TERMINATION OF CONTRACT DUE TO DEATH:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Accepting Officer shall have the option of terminating the contract without compensation to the contractor authorized survivors.

48. SPECIAL POWERS OF TERMINATION:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer Incharge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable

payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer Incharge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

49. **FAIR WAGE:**
Refer clause 20 of General terms and conditions of Contract
50. **Site Clearance:**
The contractor shall clear/clean the site after completion of work before submitting the payment of final bill.

CHAPTER - IV

VALUATION AND PAYMENT

51. RECORDS AND MEASUREMENTS:

All items having a financial value shall be entered in the BHEL Measurement book so that a complete record is obtained on all work performed under the contract.

Measurement shall be carried out as per unit mentioned in the bill of quantity (price-bid).

The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.

The Engineer Incharge shall give reasonable notice in writing to the contractor of appointments for measurements.

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

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

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

If as a result of such objection it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that net error found by this re-measurement amount to less than 5 % (five percent) of the value as recorded by the first measurement.

If the contractor's representative fails to attend when required, the Engineer-in-Charge shall have power to proceed by himself to take measurements, and in that case these measurements shall be accepted by the contractor as final.

The contractor shall once in every month, submit to the Engineer with a copy to the concerned Engineer Incharge details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects: -

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

52. VALUATION OF DEVIATION:

Rates for deviated items or new items of work will be fixed as follows.

(1) For any items of the work required to be carried out after the contract has been awarded and which is not covered by contractor schedule but is covered by CPWD Schedule in force, the rates payable for such a fresh item will be derived from CPWD Schedule by the method of proportion as follows.

(a) In the same proportion to the rate in CPWD Schedule of rates as the tendered rate, for the nearest analogous item of work in contractor schedule bears to the rates for that particular analogous item of work in CPWD Schedule of rates.
If a single appropriate analogous item of work is not available in both schedules (contractor & CPWD Schedule) then the method of proportion will be applied to the nearest analogous group of items available.

In both the schedules referred to and for which orders are placed on the contractor i.e. in the same proportion as the total tendered cost of that particular group of items (the sum of the production of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the CPWD Schedule of rates.

(b) If even an appropriate analogous group of items or items are not available in contractors schedule and CPWD Schedule, then the method of proportion will be applied to all these items of the whole work, which are available in both the schedule and for which orders have been placed on the contractor i.e. in the same proportion as the cost of all these of work (the sum of the products of the tendered rates and the quantities for which the orders placed bears to the total cost of the same items and quantities at the CPWD rates).

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

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

In case of the contractor for which the Manager/ DGM is the Accepting Officer, all disputes regarding the settlement of rates of deviated or new items of work shall be referred to the DGM/ GM whose decision shall be final and conclusive.

53. VARIATION OF PRICE (MATERIALS) CONSEQUENT TO AN ACT OF LEGISLATURE:

No escalation in cost will be permitted under any circumstances.

54. ADVANCE ON ACCOUNT:

No payment shall be made for work estimated to cost less than Rupee Twenty Thousand till and after the certificate of completion given by the competent authority.

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

The contractor shall be paid in respect of such claims to the extent approved and passed by the Sr. Engineer subject to a maximum of 90% of the value of the work actually executed on site, provided the work has been executed to the satisfaction of the Engineer Incharge. The certificate of the Engineer Incharge, regarding such approval and passing of the same payable, shall be final and conclusive against the contractor. After the full amount of security deposit is made up

through the 10% deduction from "On Account" bill, 100% payment of all subsequent bills may be made to the contractor.

The contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge is in accordance with the contract and are actually required for incorporation in the work and which have reasonably been brought to the site in connection with and are adequately stored and/ or protected against damage from weather or other cause, but which have not at the time of payment of the advance been incorporated in the work. Payment of such advances, however, shall be purely at the discretion of the Engineer Incharge provided always that payment shall not be made under the periodical certificates in respect of perishable materials like, lime, cement, timber, sand, stone aggregates etc.

Any sum from the contractor on account of Tools and Plant, Stores, or any other items provided by BHEL shall be deducted from the respective advances.

The Engineer Incharge shall from time to time certify the sums payable to the contractor after retaining the reserves. Any certificate in relation to work done or materials delivered may be modified or corrected by any subsequent certificate or by the final certificate and no certificate of the Engineer Incharge supporting any advance payment shall be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

All such intermediate payments shall be regarded as advance against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the accruing of any claim whatsoever, such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer Incharge as to the final settlement and adjustment of the accounts or otherwise or in any way vary or affect the Contract.

55. FINAL BILLS:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL forms in duplicate. It shall be accompanied with all abstracts, vouchers etc. in support thereof and shall be prepared, in the manner prescribed by the Engineer Incharge. No claims will be entertained after the receipt of the final bills.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Sr. Engineer. No charge shall be allowed to the contractor on account of the preparation of the final bills.

56. PAYMENTS OF BILLS:

The payment of final bill will be made only after successful proving. All payments to be made to the contractor under this contract shall be through Electronic transfer (E-Mode) within a reasonable time after the certification by the Engineer Incharge.

57. RECOVERY FROM THE CONTRACTOR:

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

58. POST TECHNICAL AUDIT OF WORK & BILLS:

BHEL reserves the right to carry out a post payment audit and technical examination of the work and bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceedings sub-paragraph provided, however, that no such recovery shall be enforced after three years of passing the final bills.

59. REFUND OF SECURITY DEPOSIT:

After expiration of the maintenance period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition 16 above shall be refunded to the contractor as follows: 50% shall be released alongwith the final bill and balance 50% shall be released after satisfactory completion of the maintenance period of the work duly verified by Site Incharge. The maintenance period of work is one year from the date of actual completion of work.

60. ARBITRATION:

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer Incharge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, to the other party be referred to the sole arbitration of an officer of BHEL to be appointed by the Executive Director or any other officer who is Administrative Head of CFFP unit of BHEL , Ranipur , Haridwar in his sole discretion whose decision, shall be final, conclusive and binding on both the parties ,unless the parties otherwise agree. Such reference shall not take place until after the completion, alleged completion or abandonment of the work or the termination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court.

The Administrative Head of CFFP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

61. IMPLEMENTATION OF PROVISION OF THE APPRENTICE ACT:

Contractor shall comply with the provisions of Apprentice Act-1961, and the Rules and Orders issued thereunder from time to time. If he fails to do so his failure will be a breach of the contract and the Accepting Authority may, in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

62. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-in-charge as he may deem necessary.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use safety belt, gloves, helmets, masks etc. as are necessary for their safety.
- c. The contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that their employees / workmen comply with the statutory safety rules and regulations as and also those laid down by BHEL from time to time.
- f. The contractor shall provide at his cost necessary watch and ward force as may be approved by the BHEL to ensure security and safety of all buildings, structures, equipments and materials under their custody at the site of work.

- g. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identify badges to their personnel and workmen, which must be properly displayed by them at site.
- h. In order to facilitate issue of exit gate permits by the BHEL for materials and equipments either during execution or the maintenance period, the CONTRACTOR shall submit to the BHEL list of construction / erection equipment etc. and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles etc. shall be subject to certification by the Engineer Incharge.
- i. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security force or Central Industrial Security Force if engaged by the BHEL for the overall protection of the project.
- j. The contractor shall not allow any visitors on the works except with the written permission of the BHEL.
- k. From the commencement to the completion of work, the contractor shall take full responsibility for the care of the work, constructional plant and equipment and all temporary works and in case any damage or loss shall happen to the work, constructional plant and equipment or to plant temporary work from any cause whatsoever, the contractor shall at his own cost replace or repair and make good the same.
- l. The contractor will notify well in advance to the Engineer-in-charge of his intention to bring to site any container filled with liquid or gaseous fuel explosive or petroleum substance or such chemicals, which may involve hazards. The Engineer-in-charge shall have the right to prescribe the conditions under which such containers are to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The Engineer-in-charge shall have to right at his sole discretion to inspect any such container or such construction plant / equipment, for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by BHEL nor shall BHEL entertain any claim of the contractor towards additional safety provisions/ conditions to be provided for/ constructed as per Engineer Incharge instructions compliance to statutory in respect of such conditions will be the sole responsibility of the contractor.
- m. Further any such decision of the Engineer Incharge shall not in any way absolve the contractor of his responsibilities for safety provisions and in case, use of such a container or entry thereof into the site area is forbidden by Engineer Incharge without any cost implications to BHEL or extension of work schedule.
- n. Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosive, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948 and Petroleum and Calcium Carbide Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in-charge. In case, any approval is necessary from the Chief Inspector (Explosives) or other statutory authorities, the contractor shall be responsible for obtaining the same.
- o. All equipment used in construction & erection by the contractor shall meet Indian/ International Standards and where such standards do not exists, contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guide lines/ rules of BHEL in this regard.
- p. Periodical examination and all tests for all lifting/ hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Rules 1910 and associated Law/ Rules in force from time to time. A register of such examinations and tests shall be promptly produced as and when desired by Engineer-in-charge or Safety Officer.
- q. Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need at his own cost as may be directed by Engineer-in-charge who

will also have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adoptability.

- r. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders,
- s. Scaffolding, safety belts etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person.
The contractor shall not interfere with or disturb electric fuses, wiring and other electrical equipment belonging to BHEL or other contractors under any circumstances whatsoever, unless specially permitted in writing by BHEL to handle such fuses, wiring or electrical equipment.

Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or BHEL, he shall:

- i) Satisfy the Engineer-in-charge that the appliance is in good working condition.
- ii) Inform the Engineer-in-charge of the maximum current rating voltage and phases of the appliances.
- iii) Obtain permission of the Engineer-in-charge detailing the sockets to which the appliances may be connected.

The Engineer-in-charge will not grant permission to connect until he is satisfied that:

- i) The appliance is in good condition and is fitted with a suitable plug.
 - ii) The appliance is fitted with suitable cable having two earth conductors, one of which shall be an earthed metal sheet surrounding the cores.
 - iii) No electrical cable in use by the contractor will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
 - iv) No repair work shall be carried out on any live equipment, the equipment must be declared safe by the Engineer-in-charge and a permit to work shall be issued by Engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/ equipment whether alive or dead suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/ workmen/ officers.
- t. The contractor shall employ necessary number of qualified full time electricians/ electrical supervisors to maintain his temporary electrical installations.
 - u. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Engineer-Incharge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances.
 - v. The Engineer-Incharge and Safety Officer shall have the right at his sole discretion to stop the work, if in his opinion, the work is being carried out in such a way that it may cause accidents and endanger the safety of the person and/ or property and/ or equipments. In such cases, the contractor shall also be informed in writing about the nature of hazards and possible injury/ accident and he shall remove the shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the respective General Manager within 3 days of such stoppage of work and decision of GM in this respect shall be conclusive and binding on the contractor.
 - w. Notwithstanding anything contrary to this, in the event of his workmen, the contractor shall be required to fill Injury Report and submit to the Shop Manager/ Engineer Incharge of BHEL immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules made thereunder.
 - x. The contractor shall not be entitled to any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not necessarily be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
 - y. The contractor shall follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any demur protest or contest or reservation. In case of any

unconformity between statutory requirement and BHEL Safety Rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

- z. If the contractor fails in providing safe working environment as per the statutory requirements and / or BHEL Safety Rules or continue to work even after being instructed to stop the work by Engineer-in-charge or Safety Officer as provided above, the contractor shall promptly pay to BHEL, on demand, compensation at the rate of Rs. 500/- per day or part thereof till instructions are complied with and so certified by Engineer-in-charge / Safety Officer. However, in case of accident taking place causing death/ injury to any individual the statutory provisions shall apply in addition to compensation mentioned in this para; and the contractor will be solely liable on account of this.**

63.

SCHEDULE- A

LIST OF WORKS AND PRICES [Price Bid]

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

S.No.	Description of work	Total amount of work/ supplies		Period of completion
		In figures	In words	

As per BOQ attached.
(Rates in Price Bid Only)

64.

SCHEDULE- B
MATERIAL SUPPLIED BY BHEL (Free of cost)

In case of free issue of stores to the contractor, the punitive rate will be 100% more than the rate mentioned below.

S. No.	ITEM OF STORES	UNIT	RATE Rs.	PLACE OF ISSUE	REMARKS
1.	STRUCTURAL STEEL	MT	34,000/-	BHEL Stores	In case of free issue of steel the issue rates of steel shown here are for the purpose of determining the punitive rates as per Clause 'j'

- A. It will be responsibility of the contractor to submit his demand for stores in writing at least Ten days in advance of the actual requirement.
- B. Issue of all stores is subject to their availability at the place of issue noted above. The contractor shall not be entitled to any claim or compensation for non-supply of stores under any circumstances.
- C. The material will be issued only during working hours. The contractor shall have to transport them to the site of work at their own cost as soon as these are issued to them.
- D. Recovery of stores issued to the contractor will be made for the difference in gross quantity issued and net measured quantity of finished work.
- E. The materials if issued will be random sizes and length as stocked by BHEL & the cost of all cuttings/ conversions & fabrications as well as wastage should be borne by the contractor.
- F. Wastage and off-cuts will be the property of BHEL and the Contractor will be responsible for their removal from the site of work from time to time. Wastage materials will not be allowed to accumulate at the site of work.
- G. All wastages shall have to be accounted for to the satisfaction of the Engineer Incharge.
- H. Contractor shall from time to time, render proper account of materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and shall be held responsible for any delay in execution of work, which may accrue, on this account.
- I. All surplus materials which are not returned in good conditions to BHEL Stores as also quantities shall be charged for at punitive rates which will be 100% (hundred percent) more than the rates mentioned above. The decision of the Engineer Incharge as to the excess of the actual requirement shall be final, conclusive and binding on the contractor.

Variations permissible on theoretical quantities of materials issued by BHEL

S. No	DESCRIPTION	PERMISSIBLE VARIATION
1.	Steel reinforcements and structural steel sections for each diameter, section and category	2% plus only & nil on minus side

65.

SCHEDULE- C

ISSUE OF TOOLS & PLANTS TO THE CONTRACTOR

<u>S.NO.</u>	<u>PARTICULARS</u>	<u>BHEL CREW</u>	<u>HIRE CHARGES</u>	<u>REMARKS</u>
		<u>Supplied</u>	<u>Unit / per bag</u>	

As per CPWD applicable Delhi Schedule of Rates

- a. Machinery shall not be allowed to work overtime without the written approval / permission of Engineer Incharge.
- b. All coolies, watchmen etc. required in addition to the BHEL crew mentioned in Column 3 shall be arranged for by the Contractor at his own expenses.
- c. The issue of tools and plants is subject to their availability.
- d. The above rates are applicable on per day basis (one day consisting 8.00 Hrs. or part thereof.) Utilization of these equipments for 8.00 Hrs. or part thereof will be treated as one day.
- e. These rates are applicable for utilization of equipments in the Factory premises including Township only.

66. Format for Work Order /Contract Agreement

[Annexure-A]

**BHARAT HEAVY ELECTRICALS LIMITED
CFFP, RANIPUR, HARDWAR -249403
Work Order /Agreement**

To,
M/s-----

Work order / Agreement No.-/PMG/16-17/ Dt.-----

Dear Sir (s),

In response to your offer Dt. -----, we are pleased to accept the same for carrying out the following work as per design, drawing & specifications provided in our tender enquiry no.Dt.----- --& the terms and conditions printed enclosed.

Name of work-----
Allocation of budget-----

Schedule of Work

- **The above work amounting to Rs. ----- only will be executed as per rates of agreement.**
- **Rate for schedule items based on DSR 2002 given BOQ for the work will be _____ % (above/at par/below). Rates for worked out items in BOQ will be _____% (above/at par/below).**
- **Stores and T & P will be issued as per provisions of schedules/ terms & conditions attached with the tender.**
- **The work will be started from date----- and will be completed within -----months i.e. by Dt. -----.**
- **Earnest Money of Rs.----- deposited vide -----**
- **Balance Security of Rs.-----deposited vide -----**

You are requested to kindly return the original copy signed at the space provided.

Financial Concurrence No. -----Dated-----

For and on behalf of BHEL, CFFP, Hardwar

BHEL - Executive

I /we agree to execute the above mentioned work as per designs, drawings and specifications given in your tender inquiry number as above and on the terms & conditions stipulated overleaf/ enclosed.

Name-----

M/s-----

Address-----

67. **Format for Work Order /Contract Agreement**

[Note: To be typed on Non-Judicial Stamp paper of Rs.100/-]

[Annexure-B]

Contract Agreement

This agreement made this day the..... day of(month) **2016** (year) between Bharat Heavy Electricals Limited, CFFP, Hardwar, having its registered office at BHEL House, Siri Fort, New Delhi -110049 (hereinafter called the First Party) of one part and M/s (Hereinafter called the contractor) of second part. The contract will commence on (Date) and will remain valid for a period ofmonths till (Date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.

Whereas the First party is desirous of executing " " (Name of work) at BHEL, Ranipur, Hardwar, more particularly described in the Schedule including Drawings and Specifications mentioned in the tender.

Whereas in pursuance of the said contractor's tender being accepted, the First Party has decided to give the aforesaid work to the said contractor and whereas the said contractor has agreed to execute the said work subject to the conditions herein contained in these presents and the works shown upon the said drawing and specifications at the approved rates embodied in the Schedule 'A', 'B' and bill of quantities attached herewith (hereinafter referred as said contract schedule).

And whereas the said contractor has deposited requisite Earnest Money and shall further deposit requisite money towards security deposit as per clause 16 of General Conditions of contract and the same will be refunded to the contractor in accordance with clause 60 of General Conditions of contract. Now these presents witness that in consideration of the said contract schedule as also of agreement of good and faithful service to be rendered and performed by the contractor in execution of the said work, subject to the stipulation hereinafter expressed.

1. That the said contractor will perform the aforesaid work subject to the conditions contained in the General & Special conditions of contract and the contract documents attached herewith as also as indicated in the contract documents including the said contract schedules, specifications and drawings attached and also such other drawings and instructions as may from time-to-time be given by the First Party, and that the said contractor shall be deemed to have carefully examined the General & Special conditions of contract, specifications, schedules, drawings, as aforesaid and related documents, if any, and also to have satisfied himself as to the nature & character of the work to be executed.
2. That at the end of each calendar month or as specified in the contract documents commencing from the date when the contractor commences the work, the First Party will pay to the said contractor, during the progress of the said work at the approved rates as per Schedule 'A' and bill of quantities attached hereto, a sum as determined by the parties in respect of the work executed by the contractor during the month provided that 10% deduction from each running bill as per clause 16 of the General Condition of Contract attached here shall be made till requisite amount of money towards security deposit is deposited. In all other respect as to the mode of payment the parties hereto shall be governed by clause 56 of the General condition of Contract with effect from the date on which the said contract commences / commenced the work.
3. That in all cases of compensation for delays and extension of time, the parties here to shall be governed by the clause 6,7,44 and 57 respectively of BHEL General Conditions of the contract attached herewith.
4. That whenever under this contract or to any other contract, any sum of money shall be recoverable from or payable by the contractor, the sum may be deducted in the manner as set out in clause 57 of the General Conditions of contract as aforesaid.
5. That all charges on account of Octroi, Terminal or Sales Tax or other Duties on materials obtained for the work (excluding materials provided by the First Party) shall be borne by the said contractor.
6. That all orders, notices etc. to be given under the Contract by the First Party shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the contractor, shall be

deemed to have been served on the date when in the ordinary course they would have been delivered to him.

7. The First Party reserves the right to call for clarifications and interact with the contractor on technical and functional aspects of the works at his discretion. However, if any instruction is to be issued to the Contractor, the same shall be issued through the Engineer Incharge.
8. That the expenses of completing and stamping the agreement shall be borne by the contractor.
9. That the expression of BHEL wherever occurring means Bharat Heavy Electricals Limited, or Owner wherever occurring refer to the First Party, if not mentioned to that effect.
10. In witness whereof, the parties have respectively set their signatures in the presence of:

WITNESS

1. _____

2. _____

Date. _____

For and on behalf of
M/s Bharat Heavy Electricals Limited
CFFP, Ranipur, Hardwar

68. Format for indemnity Bond

INDEMNITY BOND

Note: To be typed on Non-Judicial Stamp paper of Rs.100/-

In consideration of the fact that M/s Bharat Heavy Electricals Ltd., Ranipur Hardwar allowed me to dispense from taking a policy to protect against risks in respect of fires, Burglary, Earthquake, Tempest Flood & Civil war in respect of

Being constructed / executed under the agreement/ work order No. -----

Dated ----- I/We hereby indemnity M/s Bharat Heavy Electricals Ltd. Ranipur Hardwar against any losses that might arise in respect of the said work under the contract agreement mentioned above on account of any of the risks mentioned above & this Indemnity Bond will be valid & binding upon me/ us till the said work is complete & handed – over satisfactory conditions to M/s Bharat Heavy Electricals Ltd., Ranipur (Haridwar) by me/ us.

CONTRACTOR

WITNESS

69.

TERMS AND CONDITIONS

1. The work to be carried out under this Work order/ agreement except as otherwise provided includes all Labour, materials, T&P which are required in execution and completion of work in manner provided by BHEL, Hardwar (Herein after called BHEL).
2. All charges on account of octroi, terminal of Sales Tax excise and other duties royalty etc, on materials brought at site for execution of work (excluding materials provided by BHEL free or on payment) shall be borne by the contractor.
3. Security deposit shall be released as follows: 50% shall be released along with the Final bill and balance 50% shall be released after satisfactory completion of the maintenance period of the work duly verified by Site In-charge and clearing of all dues. The maintenance period of work shall be 6 months in case of routine maintenance works, one year in case of composite building construction works/ capital works and Pest Control works.
4. No work under this work shall be assigned or sub- let without the previous written approval of BHEL.
5. Contractor shall commence work from----- and shall complete in all respect by-----.
6. Engineer/ Sr. Engineer/ Dy. Manager/ Manager In-charge/ DGM shall have the right to reject the material brought at site for incorporation in the work if does not conform to the specifications of sample approved.
7. The Contractor shall be responsible for care and safe custody of BHEL's property like materials, tools and plants etc. entrusted to him and if necessary arrange insurance at his own expenses.
8. Material of any kinds found from excavation on the site shall remain the property of BHEL and shall disposed off as the Engineer/ Sr. Engineer/ Dy. Manager/ Manager In-charge/ DGM may direct.
9. The Contractor shall identify BHEL against all claims arising out of his negligence of misconduct in the execution of this Work order/ agreement.
10. The Contractor shall be responsible to make good and remedy at his own excises any defect which may develop or may be noticed within the maintenance period stipulated in clause 3 above.
11. BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
12. Engineer/ Sr. Engineer/ Dy. Manager/ Manager In-charge shall have the right to stop the work at any stage or at any time giving the contractor seven day notice in writing and the measurement of the work shall be made by the Engineer/ Sr. Engineer/ Dy. Manager/ Manager In- charge or his authorized representative at any time after giving the notice of the time to the contractor. When payment is made to the contractor based on such measurement he shall have no further claim against BHEL.
13. The general condition of contractor BHEL shall apply to this work order/ agreement to extent, they are not inconsistent with any of the conditions stipulated herein.
14. If at any time any question dispute of different of materials connected with this work order/ agreement should arise the same shall be referred to the arbitration of a person to be nominated in this behalf by the general Manager. BHEL, Hardwar and the decision of the arbitrator shall be final and binding on the parties subject to aforesaid the arbitration act 1940 and the rules there under any statutory modifications thereof for the time being in the force shall be deemed to apply to the arbitration providing under this clause.

SIGNATURE OF WITNESS

Name-----
Address-----

SIGNATURE OF CONTRACTOR

Name-----
Address -----

70. Environmental Conditions/precautions to be followed by the Contractor

Contractor shall ensure that there is no adverse impact on environment due to his/ her activities and services. For this the contractor.

1. Shall prevent leakage from water/ air connections provided to him.
2. Shall ensure that water/ air connections are closed tightly, when not in use.
3. Switch off lights and other electrical equipments/ appliances, when not use.
4. Shall segregate wastes generated at site and ensure disposal of different type of wastes in an environmentally safe manner as per the direction of engineer In-charge.
5. Shall not throw any waste material which has resale value or which can be recycled. Such waste shall be deposited in BHEL's disposal store through the department.
6. Shall not burn or incinerate any waste/ material.
7. Shall ensure not to cause noise pollution due to his/ her activities & services, as far as reasonably practicable.
8. Paint should not fall on the floor/ land. If it falls, it should be cleaned and wiped immediately with cotton jute and put into waste bins provided at the nearest location. All used/ empty paint/ varnish containers should be immediately taken away from the factory.
9. White wash / color wash residue should be put into waste bins provided at the nearest location and not in the drains/ land.
10. The acid should not fall on the ground while taking it to the toilets. If it falls, it should be diluted with wate and cleaned. The contractor should ensure that their labour handles the acid carefully to avoid bodily harm. If by accident acid fails on the body, the person concerned should be immediately washed with water and then should be taken for the medical aid.
11. The contractor should ensure that handling and application instructions issued by the manufacturer of anti-termite/ rodent/ wood preservation chemicals are carried and followed by their working staff.
12. The building rubbish should not be left at site and should be filled in low lying areas specified be Engineer I/C. PVC tiles and plastic waste should be put into waste bins provided at the nearest location.
13. Contractor should ensure that oil does not get spilled on the land while removing the oil from drains. If oil gets spilled, it should be cleaned and wiped with cotton jute. This cotton jute should be disposed off to nearest waste bins.

SAFETY RULES

[These rules should be read in conjunction with the safety and security requirements given at S.No. 62 of General conditions of contract]

A. BHEL SAFETY CODE

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period of work as can be done safely from ladder 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 footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/2 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.2 meters above the ground or floor swing or suspended from an overhead support or erected with stationary support, shall have 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 swing from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally and its height of a platform or gangway or stairway 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 of 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 platform 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 up to and including 3 meters in length, For longer ladder this width shall be increased by at least 6 mm for each additional 30 cm 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 light to protect public from the accident and shall be bound to bear expenses of defense of every suit-action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by such person.

6. Excavation and Trenching

All trenches 1.5 meters or more in depth, shall at all time be supplied with at least one ladder for each 30 m length or fraction thereof of ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of the trench 1.5 meters or more in depth shall be stepped back to give suitable stopper securely held by timber bracing so as to avoid the danger of sides collapsing excavated materials shall not be placed within 1.5 meters of the edge of trench of half the depth of trench, whichever is more. Cutting shall be from top to bottom under no circumstances shall under mining or under-cutting be done.

7. Demolition :

Before any demolition work is commenced and also during the progress of work

- a) All roads and open areas adjacent to the work site shall be closed or suitably protected.

- b) No electric cable or apparatus which is liable to be a source of danger over cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to person employed from the risk of fire or explosion or flooding no floor, or roof or other part of 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 person employed on the site and maintain in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials cement and lime mortar concrete shall be provided with protective footwear and protective gloves.
 - b) Those engaged in handling any material which is injurious to the eye shall be provided with protective goggles.
 - c) Those engaged in welding work shall be provided with welder's protective eye shields.
 - d) Stone breaker 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 and ventilator at least for an hour before the workers are allowed to get into their manholes so opened shall be cordoned off with suitable railing and provide with warning signals or boards to prevent accident to public.
- i) No paint containing lead or lead products shall be except in the form of paste or readymade paint.
 - ii) Suitable face masks shall be supplied for use by workers when paint applied in the form of spray or surface having lead paint is dry rubbed and scraped.
 - iii) 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 precaution shall be taken.

No paint containing lead or lead products shall be used except in the form of paste of readymade paint.

Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint is dry rubbed and scraped.

Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during or cessation of work.
1. When work is done near any place where is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt reuse 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 the work.
10. Use of hoisting machine and tackles including their attachments, anchorage and support shall conform to the following:
- a)
 - i) These shall be of good mechanical construction, sound materials and adequate strength and free from defects and shall be kept in good working order.
 - ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 yrs shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - c) In case of every hoisting machine and or every chain, ring, hook, shackle swivel and pull block used in hoisting or lowering as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall have the safe working load plainly marked there on in case of a hoisting machine having a variable safe working load, each safe working load at the

condition under which it is applicable shall be clearly indicated. No part of any machine or gear referred to above in this paragraph shall be loaded by the safe working load except for the purpose of testing.

- d) In case of department machine, safe working load shall be notified by the Engineer-in-charge. As regards contractor's machine the contractor shall notify safe working load of each machine to the engineer-in-charge whenever the brings to site of work and get it verified by the Engineer-in-charge.
1. Motors, gearing, transmission electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient, safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accident descent of load. Adequate precaution 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, carry keys or other materials which are good conductors of electricity.
2. All scaffolds, ladders and other safety devices mentioned or described here in shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is use. Adequate washing facilities shall be provided at or near the places of work.
13. These safety provision shall be brought to the notice of all concerned & displayed on a notice board at prominent place at the work spot, persons responsible for ensuring compliance with the safety code shall be named thereon by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precaution, arrangement made by the contractor shall be open to inspection by the Engineer-in-charge or his representation and the inspecting officers is defined in the contractor's Labour Regulations.

B. GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITES DURING EXECUTION.

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe-board and handrail for continuous working at heights.
2. Providing safety belt and lifeline at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acids, alkali and chemicals, which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of the vehicle must be provided.
14. The speed restrictions within the factory must be strictly adhered to.
15. The gas cylinders must always be handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not used without regulators.
17. All excavations may be barricaded and red belts/lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet for high level work.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personnel protective equipments (PPE) conform to standard specification as per the details given in the code of conduct.

- (i) Safety helmets conforming to IS-2925:1984
- (ii) Safety Belts conforming to IS-3521:1983
- (iii) Safety Shoes conforming to IS-1989:1978

- (iv) Eye and face protection devices conforming to IS-8520:1977 & IS-8940:1978
- (v) Hand and body protective devices conforming to IS-2573:1975
IS-6994:1973
IS-8807:1978
IS-8519:1977

Contractor including the subcontractors, agents and labors engaged on work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

General :

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

C. SAFETY PRECAUTION TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. Vehicle

1. Vehicle carrying materials should have proper registration documents and must be produced on demand by our security staff.
2. The light on right side i.e. over the driver's cabin shall be in working condition.
3. Both the head light as well as park lamps must be in working condition.

II. Movement of Vehicle

1. The vehicle should not travel at more than 20 KMPH in our premises.
2. The driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tanks containers should have grinding chain or the tank container should be coated with insulating materials to avoid static electricity.
4. In road junction, speed breaker and Railway crossing the speed should be lowered and vehicles should proceed cautiously.
5. The driving should be "keep to the left" at all places.
6. The vehicles should not park on the road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
8. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerk stop or quick turns at excessive speed.

III Shipping

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with "WIRE ROPE". Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edges of the job and wire rope in order to avoid cut in the wire rope.
6. There must be minimum two fastenings and it should be more in case of lengthier loads.
7. The wire rope should be in sound condition i.e. there should not be links knots or bristles etc.
8. The wire rope ends should be clamped with 'U clamps.

9. The loose pieces should be bundled before loading on the truck.
10. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
11. The materials should not be stacked too high to avoid hitting against live electric lines.
12. The load should not be overhanging more than 0.9 meters from the end of body
13. While transporting the scraps, there must be wire net cover to prevent falling of Scrap.

IV General

The vehicles should not move directly inside the production building in case the materials are to be unloaded there. But the vehicles should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of the shop offices. This will avoid the congestion of blocking of traffic in the gangway.

TECHNO-COMMERCIAL BOQ

PROJECT MANAGEMENT GROUP		
CFFP ,B.H.E.L. RANIPUR HARDWAR		
Name of work:	R & M of Sheeting in CPS, store office & SMS BC, CD bay, CFFP.	Date of opening: 23.09.16
BOQ Value: Rs.	42.44 Lacs	NIT NO.PMG/16-17/26
Earnest Money: Rs. 1,00,000/-		Time of comp.- 08 months Tender Cost: Rs. 1000/-

BILL OF QUANTITY

A. SCHEDULE ITEMS [BASED ON DSR-2002]

SI.No.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
1	Dismantling steel work in built up sections in angles, tees, flats and channels all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking with in 50 meters lead.	5000	Kg	0.60	3000.00
2	Extra for providing and fixing wind ties of 40X 6 mm flat iron section.	3000	Metre	39.10	117300.00
TOTAL VALUE 'A'					1,20,300.00

B. WORKED OUT ITEMS

SI.No.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
3	Fabrication of various steel structural frame work, gate posts, ladders, chequered platform z-type ladders, trusses, col. Crane girders etc. at all heights including cutting, drilling, welding of steel members, providing and fixing of bolts & nuts whenever required, complete with one coat of primer paint. (Welding electrodes, gases, power-supply, raw steel, MS pipe etc. will be supplied free of cost). (Bolts, nuts and primer paint to be arranged by the contractor)	30	MT	3140.10	94203.00
4	Erection of fabricated materials including assembling, alignment, cutting, welding, drilling, bolts, nuts, washers etc. and cartage up to erection sites (welding electrodes, gases, power supply will be issued free of cost.)	30	MT	2117.00	63510.00
5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coat on new work.	50	MT	700.35	35017.50
6	Providing and fixing of 2 mm thick clear embossed polycarbonate sheets having suitable profile matching to the roofing & cladding sheets with suitable fasteners complete as per the direction of engineer I/C.	400	SQM	1712.65	685060.00
7	Re-sheeting of factory sheds up to height of 36 m above floor level, including both roofing as well as wall	5800	SQM	399.17	2315186.00

	<p>cladding, including removal of existing asbestos/GI sheets, bringing them to ground level safely , carrying them to dumping place and stacking them , lead up to 2 KM, then providing and fixing profiled sheetting of 1000-1020 mm cover width , with 28-30mm high crests, 5 to 6 number of crests per sheet ,including curved sheets wherever required , manufactured out of hi tensile Aluminum Zinc alloy coated high Tensile steel sheets (AZ 150 gsm , Aluminum Zinc alloy metallic coating on both side , 550 MPa yield stress). The minimum basic material thickness (BMT) should be 0.47 mm and TCT should be 0.50 mm. The sheets shall have wide pans with 2 to 3 small stiffening ribs for effective water shedding and special male/female ends with full return legs on side laps for purlins support. The male end of the sheet shall have anti-capillary flute at side laps to prevent leakages. The sheet shall be fixed by means of Galvanized steel, self-drilling self-tapping fasteners with integrated EPDM seal and nylon caps. The sheet shall be supplied in lengths maximum up to 12 meter to suit site conditions. Purlins or structural members which have got degraded to an extent that as per the assessment of the engineer in charge they need to be replaced, will be replaced by the contractor before fixing these sheets. Payment for replacing degraded structural members shall be made separately, under separate item. Work shall be carried out strictly as per the direction of engineer in charge and shall be complete in all respect. Mode of measurement: For payment only plane covered area (exposed surface area) shall be measured. Flashings etc. if required shall be paid for separately.</p>				
<p>8</p>	<p>Supplying and fixing flashings, cappings, ridges, barge boards, expansion joints pieces, corner pieces, louvers of width less than 0.5 m etc. required as per site conditions, manufactured out of hi tensile Aluminum Zinc alloy coated high Tensile steel sheets (AZ 150 gsm , Aluminum Zinc alloy metallic coating on both side , 550 MPa yield stress). The minimum basic material thickness (BMT) should be 0.47 mm and TCT should be 0.50 mm. The sheet shall be fixed by means of</p>	<p>250</p>	<p>SQM</p>	<p>421.76</p>	<p>105440.00</p>

	<p>Galvanized steel self-drilling selftapping fasteners with integrated EPDM seal and nylon caps or with rivets as per the direction of engineer in charge and shall be complete in all respect.</p> <p>Mode of measurement: Area of flashings sheets shall be measured separately. Full area of the flashing will be considered for payment under this item irrespective of overlap with roofing or wall cladding sheets.</p>				
<p>9</p>	<p>Sheeting with colour coated Aluminum Zinc alloy coated high Tensile steel sheets: Re-sheeting of factory sheds upto height of 36 m above floor level, including both roofing as well as wall cladding, including removal of existing asbestos/GI sheets, bringing them to ground level safely , carrying them to dumping place and stacking them , lead up to 2 KM, then providing and fixing colour coated profiled sheeting of 1000-1020 mm cover width , with 28-30mm high crests, 5 to 6 number of crests per sheet ,including curved sheets wherever required , manufactured out of hi tensile Aluminum Zinc alloy coated high Tensile steel sheets (AZ 150 gsm , Aluminum Zinc alloy metallic coating on both side , 550 MPa yield stress). The minimum basic material thickness (BMT) should be 0.47 mm. Exterior colour coat SMP(Silicon Modified Polyester) paint system with 20 micron top coat applied over 5 micron primer coat and a 5 micron polyester back coat applied over a 5 micron primer. The sheets shall have wide pans with 2 to 3 small stiffening ribs for effective water shedding and special male/female ends with full return legs on side laps for purlins support. The male end of the sheet shall have anti-capillary flute at side laps to prevent leakages. The sheet shall be fixed by means of Galvanized steel self-drilling selftapping fasteners with integrated EPDM seal and nylon caps. The sheet shall be supplied in lengths maximum up to 12 meter to suit site conditions. Purlins or structural members which have got degraded to an extent that as per the assessment of the engineer in charge they need to be replaced, will be replaced by the contractor before fixing these sheets. Payment for replacing degraded structural members shall be made separately, under separate item. Work</p>	<p>200</p>	<p>SQM</p>	<p>436.83</p>	<p>87366.00</p>

	shall be carried out strictly as per the direction of engineer in charge and shall be complete in all respect. Mode of measurement: For payment only plane covered area (exposed surface area) shall be measured. Flashings etc. if required, shall be paid for separately.				
10	Fabrication of M.S. Steel gutter/ rain water pipe as per drawing including bending in required shape, cutting, welding and finally painting one coat or red oxide zinc chromate primer paint of approved make including all material, labour T&P etc. required for proper completion of the work. (steel, welding electrodes, gases, electricity will be supplied free of cost.	3.8	MT	5817.08	22104.90
11	Providing and fixing rain water down take pipes of various diameters, fabricated using hot finished electrically welded pipes/ tubes (ERW pipes), ISI marked with suitable clamps, spacers with necessary bends, bell mouth, off sets and junctions, vents and domes, all as per drawings & specifications or as per site requirement with completely water tight joints, including application of one coat of red lead paint conforming to IS: 102 or Zinc chromate paint conforming to IS: 104, including necessary scaffoldings, all material, labour, tools & plants etc. complete in all respect as per the direction of engineer I/C.	8000	Kg	66.80	534400.00
12	Turbine Air Ventilator, Supply and installation of turbine air Ventilator as per the enclosed specification.	50	Nos.	3638.00	181900.00
		TOTAL VALUE 'B'			41,24,187.40
		TOTAL BOQ VALUE 'A' + 'B'			42,44,487.40

I/ We hereby quote following price for the whole work as given in the BOQ for the above work.

Total quoted price (in figures): xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

Total quoted price (in words): xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

The quoted rates should be exclusive of service tax but inclusive of all other taxes & duties.

Note: Please don't quote your rates here

Technical Specification for Turbine Ventilator			
Sl.No.	Description	Specification	Remarks
1	Number of vanes	42 Nos. minimum	
2	Material for vanes	Aluminium	The vanes and the body made of aluminium shall be anodized for corrosion protection.
3	Center Shaft material	Stainless Steel	
4	Bearing quantity & Type	2 nos- Sealed (ZZ)	Preferred Make: SKF, FAG, NTN.
5	Rivets	Aluminium	
6	Turbine Outer Dia	750 mm Minimum	
7	Turbine Doom Diameter	600 mm (24")	
8	Turbine Rotor Dia	750 mm Minimum	
9	Turbine throat Dia	600 mm Minimum	
10	Turbine Height	400 mm Minimum	
11	Scope	Supply & Fixing	The supply and fixing at different locations at CFFP - BHEL, Haridwar unit.
FRP Mould Base Specifications			
1	Base sheet Material used	FRP (Fiber Reinforced Plastic)	
2	Base sheet Throat Thickness	1.8 mm Minimum	
3	Base sheet Thickness	1.8 mm Minimum	
4	Length	1800 mm Minimum	
5	Width	1050 mm	The width specified is indicative, it has to match the existing sheets.
6	Type	Corrugated/ Semi-Corrugated	The FRP base shall be matched to the Corrugated / Semi-Corrugated roofing sheets available at each location.

[PLACE THE PRICE BID IN A SEPARATE ENVELOPE AND MARK IT AS PRICE BID]

PROJECT MANAGEMENT GROUP		
CFFP ,B.H.E.L. RANIPUR HARDWAR		
Name of work:	R & M of Sheetting in CPS, store office & SMS BC, CD bay, CFFP.	Date of opening: 23.09.16
BOQ Value: Rs.	42.44 Lacs	NIT NO.PMG/16-17/26
Earnest Money: Rs. 1,00,000/-		Time of comp.- 08 months Tender Cost: Rs. 1000/-
BILL OF QUANTITY		
A. SCHEDULE ITEMS [BASED ON DSR-2002]		

SI.No.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
1	Dismantling steel work in built up sections in angles, tees, flats and channels all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking with in 50 meters lead.	5000	Kg	0.60	3000.00
2	Extra for providing and fixing wind ties of 40X 6 mm flat iron section.	3000	Metre	39.10	117300.00
		TOTAL VALUE 'A'			1,20,300.00

B. WORKED OUT ITEMS					
SI.No.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
3	Fabrication of various steel structural frame work, gate posts, ladders, chequered platform z-type ladders, trusses, col. Crane girders etc. at all heights including cutting, drilling, welding of steel members, providing and fixing of bolts & nuts whenever required, complete with one coat of primer paint. (Welding electrodes, gases, power-supply, raw steel, MS pipe etc. will be supplied free of cost). (Bolts, nuts and primer paint to be arranged by the contractor)	30	MT	3140.10	94203.00
4	Erection of fabricated materials including assembling, alignment, cutting, welding, drilling, bolts, nuts, washers etc. and cartage up to erection sites (welding electrodes, gases, power supply will be issued free of cost.)	30	MT	2117.00	63510.00
5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coat on new work.	50	MT	700.35	35017.50
6	Providing and fixing of 2 mm thick clear embossed polycarbonate sheets having suitable profile matching to the roofing & cladding sheets with suitable fasteners complete as per the direction of	400	SQM	1712.65	685060.00

	engineer I/C.				
7	<p>Re-sheeting of factory sheds up to height of 36 m above floor level, including both roofing as well as wall cladding, including removal of existing asbestos/GI sheets, bringing them to ground level safely , carrying them to dumping place and stacking them , lead up to 2 KM, then providing and fixing profiled sheeting of 1000-1020 mm cover width , with 28-30mm high crests, 5 to 6 number of crests per sheet ,including curved sheets wherever required , manufactured out of hi tensile Aluminum Zinc alloy coated high Tensile steel sheets (AZ 150 gsm , Aluminum Zinc alloy metallic coating on both side , 550 MPa yield stress). The minimum basic material thickness (BMT) should be 0.47 mm and TCT should be 0.50 mm. The sheets shall have wide pans with 2 to 3 small stiffening ribs for effective water shedding and special male/female ends with full return legs on side laps for purlins support. The male end of the sheet shall have anti-capillary flute at side laps to prevent leakages. The sheet shall be fixed by means of Galvanized steel, self-drilling self-tapping fasteners with integrated EPDM seal and nylon caps. The sheet shall be supplied in lengths maximum up to 12 meter to suit site conditions. Purlins or structural members which have got degraded to an extent that as per the assessment of the engineer in charge they need to be replaced, will be replaced by the contractor before fixing these sheets. Payment for replacing degraded structural members shall be made separately, under separate item. Work shall be carried out strictly as per the direction of engineer in charge and shall be complete in all respect.</p> <p>Mode of measurement: For payment only plane covered area (exposed surface area) shall be measured. Flashings etc. if required shall be paid for separately.</p>	5800	SQM	399.17	2315186.00
8	<p>Supplying and fixing flashings, cappings, ridges, barge boards, expansion joints pieces, corner pieces, louvers of width less than 0.5 m etc. required as per site conditions, manufactured out of hi tensile Aluminum Zinc alloy coated high Tensile steel sheets (AZ 150 gsm , Aluminum Zinc alloy metallic coating on both side , 550</p>	250	SQM	421.76	105440.00

	<p>MPa yield stress). The minimum basic material thickness (BMT) should be 0.47 mm and TCT should be 0.50 mm. The sheet shall be fixed by means of Galvanized steel self-drilling self tapping fasteners with integrated EPDM seal and nylon caps or with rivets as per the direction of engineer in charge and shall be complete in all respect.</p> <p>Mode of measurement: Area of flashings sheets shall be measured separately. Full area of the flashing will be considered for payment under this item irrespective of overlap with roofing or wall cladding sheets.</p>				
<p>9</p>	<p>Sheeting with colour coated Aluminum Zinc alloy coated high Tensile steel sheets: Re-sheeting of factory sheds upto height of 36 m above floor level, including both roofing as well as wall cladding, including removal of existing asbestos/GI sheets, bringing them to ground level safely , carrying them to dumping place and stacking them , lead up to 2 KM, then providing and fixing colour coated profiled sheeting of 1000-1020 mm cover width , with 28-30mm high crests, 5 to 6 number of crests per sheet ,including curved sheets wherever required , manufactured out of hi tensile Aluminum Zinc alloy coated high Tensile steel sheets (AZ 150 gsm , Aluminum Zinc alloy metallic coating on both side , 550 MPa yield stress). The minimum basic material thickness (BMT) should be 0.47 mm. Exterior colour coat SMP(Silicon Modified Polyester) paint system with 20 micron top coat applied over 5 micron primer coat and a 5 micron polyester back coat applied over a 5 micron primer. The sheets shall have wide pans with 2 to 3 small stiffening ribs for effective water shedding and special male/female ends with full return legs on side laps for purlins support. The male end of the sheet shall have anti-capillary flute at side laps to prevent leakages. The sheet shall be fixed by means of Galvanized steel self-drilling self tapping fasteners with integrated EPDM seal and nylon caps. The sheet shall be supplied in lengths maximum up to 12 meter to suit site conditions. Purlins or structural members which have got degraded to an extent that as per the assessment of the engineer in charge they need to be replaced, will be replaced by the</p>	<p>200</p>	<p>SQM</p>	<p>436.83</p>	<p>87366.00</p>

	contractor before fixing these sheets. Payment for replacing degraded structural members shall be made separately, under separate item. Work shall be carried out strictly as per the direction of engineer in charge and shall be complete in all respect. Mode of measurement: For payment only plane covered area (exposed surface area) shall be measured. Flashings etc. if required, shall be paid for separately.				
10	Fabrication of M.S. Steel gutter/ rain water pipe as per drawing including bending in required shape, cutting, welding and finally painting one coat or red oxide zinc chromate primer paint of approved make including all material, labour T&P etc. required for proper completion of the work. (steel, welding electrodes, gases, electricity will be supplied free of cost.	3.8	MT	5817.08	22104.90
11	Providing and fixing rain water down take pipes of various diameters, fabricated using hot finished electrically welded pipes/ tubes (ERW pipes), ISI marked with suitable clamps, spacers with necessary bends, bell mouth, off sets and junctions, vents and domes, all as per drawings & specifications or as per site requirement with completely water tight joints, including application of one coat of red lead paint conforming to IS: 102 or Zinc chromate paint conforming to IS: 104, including necessary scaffoldings, all material, labour, tools & plants etc. complete in all respect as per the direction of engineer I/C.	8000	Kg	66.80	534400.00
12	Turbine Air Ventillator, Supply and installation of turbine air Ventillator as per the enclosed specification.	50	Nos.	3638.00	181900.00
		TOTAL VALUE 'B'			41,24,187.40
		TOTAL BOQ VALUE 'A' + 'B'			42,44,487.40

I/ We hereby quote following price for the whole work as given in the BOQ for the above work.

Total quoted price (in figures): _____

Total quoted price (in words): _____

The quoted rates should be exclusive of service tax but inclusive of all other taxes & duties.

[PLACE THE PRICE BID IN A SEPARATE ENVELOPE AND MARK IT AS PRICE BID]

**AUTHORIZATION LETTER
 FOR E - PAYMENT /ELECTRONIC FUNDS TRANSFER (EFT)/RTGS
 (PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)**

TYPE OF REQUEUST	CREATE	CHANGE
BHEL Vendor / Supplier Code		
Company's Name		
Address		
City		
Pin code		
State		
Contact Person (s)		
FAX No.		
E-Mail ID.		
1. BANK NAME		
2. BANK ADDRESS		
3. BANK TELEPHONE No.		
4. BANK ACCOUNT No.		
5. ACCOUNT TYPE		
6. BANK's BRANCH CODE		
7. BANK SWIFT CODE (Applicable to EFT Only)		
8. ENCLOSE BLANK CANCELLED CHEQUE		
Declaration : 1. I as representative/ Owner of the above named company, hereby authorize BHEL, CFFP, Ranipur, Hardwar to electronically make payments to the designated bank account, I hereby certify that the particulars given above are true, complete and correct. 2. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/ transferring Bank responsible. 3. This authority remains in full force until BHEL, CFFP, Ranipur; Hardwar receives & acknowledges written notification requesting a change or cancellation. 4. I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E-payment/ EFT/RTGS.		
DATE ;		
AUTHORISED SIGNATORY		
<div style="display: flex; justify-content: space-between;"> COMPANY SEAL VERIFICATION BY BANK </div>		