

Phone No. 080-23394382

## BHEL EDN TENDER



### PLACE OF WORK

BHEL EDN TOWNSHIP, ATTIGUPPE, VIJAYANAGR, BENGALURU -  
560040

### SUBMISSION OF TENDER DOUCMENT

AT THE RECEPTION, HRM TENDER BOX (No.12)

BHEL ELECTRONICS DIVISON

MYSORE ROAD

BENGALURU-560026.

To,

DGM /HR-TOWNSHIP & CSR  
BHEL – ELECTRONICS DIVISION  
MYSORE ROAD  
BANGALORE – 560026.

Phone No. 080-26998374, 080-23394382

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ಸಹಾಯಕ ಮುಖ್ಯಸ್ಥರು /ಮಾ.ಸಂ.  
ಕೆ.ಆ.ರವೀಂದ್ರ, 3ನೇ ಮಹಡಿ/ಬಿ.ಎ.ಸಿ.  
K.A.RAVEENDRA, DY. GENERAL MANAGER/HR  
BHEL-EDN, MYSORE ROAD, BANGALORE-560026.



Bharat Heavy Electricals Ltd  
Electronics Division  
Mysore Road, Bengaluru – 560026

## Tender Document for

NAME OF WORK: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE.

DUE DATE OF SUBMISSION OF DULY FILLED-IN

Before 1.15 PM, **25.09.2019** (Wednesday)

### TWO PART BID

**TENDER OPENING DATE 25.09.2019 AT 1.30PM**

Part – I Technical cum Commercial Bid 25 Pages

Part – II Price Bid 02 Page

(GCC - 33 No. page enclosed)

Note: 1) Part – I: To be submitted in a separate sealed cover.

2) Part – II: To be submitted in a separate sealed cover.

3) **Earnest Money Deposit is of Rs. 24,625/- in the form of Demand draft in favor of BHEL-EDN.**

**Or**

**MSE / NSIC valid certificate should be submitted in a Separate sealed cover**

4) Part-I, Part-II & EMD sealed covers should be put in outer Envelope and super scribing the Tender enquiry No., Name of work, and Name & Address of the Tenderer.

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ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ಮುಖ್ಯಸ್ಥರು / ಮಾ.ಸಂ.  
K.A.RAVEENDRA, DY GENERAL MANAGER/BHEL  
BHEL-EDN, MYSORE ROAD, BANGALORE-560026

**PART-I****BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION MYSORE ROAD, BENGALURU-560026**

DEPARTMENT	<b>HRM</b>
SECTION	<b>TOWNSHIP</b>
REF.TENDER ENQ.NO:	<b>BHE/904/19-20/585-(A) /101, Date: 18.09.2019</b>

**TECHNICAL-CUM-COMMERCIAL BID**

(To be furnished by the Bidders)

**A) : Information Part:**

<b>S.N.</b>	<b>Particulars</b>	<b>To be filled by Bidder</b>
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	

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 ಕೆ.ಆ.ಎ.ಸಿ.ಎ.ಎ. 3ನೇ ಮಹಡಿ/ಬೆಂಗಳೂರು-560026  
 K.A.RAVEENDRA, DY. GENERAL MANAGER  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560026

### B) : Essential Criteria for Techno-Commercial Acceptance of Bid

S.No	Particulars	To be filled by Bidder
1.0	Whether waste segregation facility is available.	Yes/No
1.1	If yes, then mention the location /Area where Garbage (mix waste) after collection, lifting and transportation from place of site (BHEL EDN Township) is to be processed/segregated.	Mention the location/area
1.2	Whether mandatory agreement is available with BBMP empaneled agencies who have infrastructure to process mixed waste in Bulk as per BBMP Norms.	Yes/No
1.3	If yes, then mention the name of agency & enclose the necessary approval from civic Authorities	Enclosed / Not enclosed
2.0	Whether the tenderer has independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and covered all employees under the said codes	Yes/No
3.1	If Yes, indicate PF Registration No . (Copy of Certificate to be enclosed)	Enclosed / Not enclosed
3.2	If Yes, indicate ESI Registration No. (Copy of Certificate to be enclosed)	Enclosed / Not enclosed
4.0	Whether the tenderer has agreed to submit Security Deposit (If he becomes successful) immediately after receipt of the work order as mentioned in the tender /NIT	Acceptable/ Not Acceptable
5.0	Form of EMD furnished (Cheque is not acceptable)	
5.1	SBI Collect /NEFT Details	
5.2	DD Particulars	
6.0	<b><u>Payment Terms defined in NIT</u></b> Whether the tenderer has agreed for payment terms on monthly basis within 30 days from the date of submission of invoice for payment.	Acceptable/ Not Acceptable
07	WHETHER ACCEPTABLE FOR REVERSE AUCTION	YES/NO
8.0	GST Registration No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed
9.0	GST Rate to be quoted	GST ...@.....

Note: If any of the above-mentioned criteria is not met the bid will be rejected

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**Bharat Heavy Electricals Limited**  
**ELECTRONICS DIVISION**  
Mysore Road, Bangalore - 560026

Phone No.26998374  
23394382

HRM/TOWNSHIP. DEPT.

**NOTICE INVITING TENDERS**

01	TENDER ENQUIRY NUMBER	<b>BHE/904/19-20/585-(A) /101, Date: 18.09.2019</b>
02	NAME OF WORK	COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE.
03	ESTIMATED QUANTITY	90 MT FOR PER ANNUM & 180 MT FOR 02 YEAR
03	EARNEST MONEY DEPOSIT	Rs. <b>24,625/-</b>
04	CONTRACT PERIOD	02 Year.
05	LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT	BEFORE 1:15 PM ON <b><u>25.09.2019</u></b>
06	PLACE OF SUBMISSION OF TENDER DOCUMENT	AT THE RECEPTION TENDER BOX –No.12 / HRM BHEL - ELECTRONICS DIVISION MYSORE ROAD, BANGALORE - 560 026.
07	DATE AND TIME FOR TENDER OPENING	AT 1:30 PM ON <b><u>25.09.2019</u></b>

NOTE: The Tenderer shall duly fill in Tender document after affixing signature on all pages.

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 ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ಮೇಲ್ವಿಚಾರಕರು  
 K.A.RAVEENDRA, DY. GENERAL MANAGER/HRM  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560026.

**Bharat Heavy Electricals Limited**  
**ELECTRONICS DIVISION**  
**MYSORE ROAD- BANGALORE-26**

**INSTRUCTIONS TO TENDERER**

Name of Work: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE  
 FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE  
 GUIDELINES OF BBMP, BANGALORE

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.

2. Tenders should be addressed to the DGM /HR (Township & CSR), Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026. In two separate sealed cover for “**Technical cum Commercial Bid**” and **Price Bid duly super scribed and put in a outer envelope, super scribing the Name of work ,NIT reference no.& Date of opening of tender** and Name and address of the Tenderer.

2.1 The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence), FAX /E-mail address, Mobile phone No. etc.

3. All entries in tender documents should be in same ink (**preferably blue ink**). Erasing and overwriting is not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.

4. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.

5.(a) Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to each item and for the items shown in the attached schedule. The rate of services shall be of basic price & GST to be quoted separately. Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.

5 (b) **GST** Compliance is mandatory and all the transactions will be as per GST.

6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.

7. In quoting their rates, the tenderers are advised to take into account all factors Including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

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8. (a) The rate quoted in the tender shall remain valid for a period of ‘ THREE MONTHS ’ from the date of opening tender.

(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

9. **Before tendering, the tenderer are advised to inspect the site of work and its environments** and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.

10. The Tenderer should have following requirements to execute the work;

- (a) Waste segregation facility /infrastructure at designated place (Location/Area) where Garbage (mix waste) after collection, lifting and transportation from place of site (BHEL EDN Township) is to be processed/segregated.
- (b) Mandatory agreement with BBMP empaneled agencies who have infrastructure to process mixed waste in Bulk as per BBMP Norms.
- (c) The disposal of Garbage from BHEL EDN township as per BBMP Norm.

## 11. **SCOPE OF WORK**

The scope of work under this contract shall be Collection, loading and transportation of Dry/Wet garbage (which is unfit for recycling) and disposal at designated disposal sites as per the guidelines of BBMP. All the implements/machineries like JCBs etc., required for loading shall be brought by contractor at his cost.

- (i) Services required at: BHEL-EDN-Township, Vijayanagar, and Bangalore 560040.
- (ii) The Garbage from main point is to collected & loaded in Truck with JCB's. All the implements/machineries like JCBs etc., required for loading shall be brought by contractor at his cost.
- (iii) The vehicle will be weighed before and after loading at Weigh Bridge at contractor cost. The weighment slip of the external agency will be basis of certification. The minimum load of 01Metric Ton will be paid per trip & any additional weight will be paid proportionately rounding off to nearest 10(Ten) Kg.

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- (iv) The Collected garbage from township shall be transported to a location identified for disposal as per BBMP Norms.
- (v) Any issue arises during collection, transportation and managing of waste is to be handle by the vendor and clarification if any required by civic authority is to be replied/Resolved.
- (vi) The rate shall be inclusive of labour, use of machines, weightment charges, and Transportation charge.
- (vii) The GST is to be mentioned separately.

12. Vendor himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

13. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.

14. In case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.

15. Every tender must be accompanied by **Earnest Money Deposit of Rs.24,625/-** This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with **Clause-1.9 of BHEL** General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.

16. The Earnest money deposit may be furnished in any of the following forms:

(i) **SBI COLLECT IN DROP DOWN MENU WITH FOLLOWING STEPS (before tender opening)**

- 1 Open the link: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 Agree the terms and condition click on proceed
- 3 Choose State of Corporate: **KARNATAKA**
- 4 Type of Corporate : **PSU**
- 5 Select Industry : **BHARAT HEAVY ELECTRICALS LTD**
- 6 Select category : **OTHERS**
- 7 **Sub Category** : **EMD**
- 8 Fill the necessary information
- 9 Make the payment through any **net banking/Debit card**
- 10 Download Receipt keep it for reference.

**Note- mention the tender enquiry reference in remarks column**

- (ii) Electronic Fund Transfer credited in BHEL account (Before tender opening only).  
Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)

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17. 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 (Two 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 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 benefits 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

18. Unless the Contractor whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of his tender withdrawn.

19. If after opening of tenders a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.

20. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.

21. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.

22. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:

- a) Name of the work, value and address.
- b) The balance work remaining to be done on the same.

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 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

23. The filled in tender **sealed cover should be dropped in the Tender box no.12 Marked as “HRM” kept in the reception of BHEL-EDN**, in case the sealed tender document is large and not possible to drop the same in the Tender box, it should be handed over at office of DGM/HR –(Township & CSR) before the time fixed for submission of tender.

24.1 Tenders submitted by post should be sent by “Registered Post with Acknowledgement due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.

The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.

**24.2 Fraud Prevention Policy:**

“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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

24.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character.

25 THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.

26 If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.

27 Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.

28 The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.

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29 Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.

30 The expenses for completing the stamping agreement shall be paid by the contractor.

31 Should a tenderer or a contractor has a relative or in the case of firm or company, any of its share holders relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.

32 These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the Proforma enclosed at Annexure A.

33 Statutory Liability:

1. All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF & MP Act-1952, ESI Act-1948, The Contract Labor (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
2. Contractor shall comply with all relevant statutory requirements, rules, regulations and notifications issued from time to time by the concerned authorities in relation to employment of his employees.
3. Contractor shall ensure payment of statutory prescribed minimum wages applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. However, the contractor is free to pay more than the minimum wages.
4. Contractor should have independent code numbers/ exemption under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employee under the said codes.
5. The contractor shall be solely responsible for non payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
6. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor
7. Collection, loading and transportation of Dry/Wet garbage (which is unfit for recycling) and disposal at designated disposal sites will be as per the guidelines of BBMP. Any deviation in prescribed norms during execution of contract, the sole responsibility is exclusively of the contractor.

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**34 GENERAL TERMS & CONDITIONS:**

1. 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.
2. Notwithstanding anything contained in this NIT, the contract may be terminated by BHEL without assigning any reason thereof.
3. **BHEL Banned contractor is not qualified to participate.**

**INDEMNITY CLAUSE**

- 35 The contractor should indemnify BHEL against all losses / penal actions due to non-compliance of extant statutes in execution of this Contract from any previous or running contracts undertaken by them.
- 36 The contractor should be solely responsible for any accidents and / or compensation payable to the personnel engaged by him under this Contract. He shall provide relief as per the requirement and shall keep BHEL fully indemnified against any claims in this regard.
- 37 The successful contractor has to execute an indemnity bond with regard to clause. **36 to 37** mentioned above.
- 38 Contractor shall produce necessary records, documents, explanation whenever he is called upon to do by any Government Agencies like ESI, PF, VIGILANCE etc.
- 39 The contract period is of 02 Year & the rates quoted shall be firm during contract period.
- 40 **TERMS OF PAYMENT:**

The payment will be made on monthly basis within 30 days from the date of receipt of invoice complete in all respects.

**41. Goods & Service Tax (GST):**

- 41.1 The tendered shall have a valid GST Registration. GST Registration No. of the tendered shall be mentioned in the designated field of Techno-Commercial Bid.
- 41.2 Provisional GST ID No. of BHEL is **29AAACB4146P1ZB**
- 41.3 On award of the contract, the successful tendered (vendor) shall mention GSTIN number in all quotations & invoices submitted to BHEL.
- 41.4 SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted.
- 41.5 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, SAC Code etc.

**CONTRACTOR****ISSUING OFFICER**

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ವ್ಯವಸ್ಥಾಪಕರು / ಮಾ.ನಿಂ.  
 ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮಾ.ನಿಂ.  
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 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

- 41.6 Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors.
- 41.7 Vendors shall give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns.
- 41.8 For invoices paid on Reverse charge basis – “Tax amount” & that it is “payable on reverse charge basis to be mentioned on the invoice.

## **42 SECURITY DEPOSIT**

- 42.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract value.
- 42.2 Security deposit may be furnished in any one of the following forms
- I. Cash (as permissible under the Income Tax Act)
  - II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL.
  - III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
  - IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - V. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.
  - VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.
  - VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
  - VIII. The Security deposit shall not carry any interest.

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

## **43. EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES**

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause 2.11, 2.11.3 and 2.11.6 of BHEL General Conditions of Contract.

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ವ್ಯವಸ್ಥಾಪಕರು / ಮಾ.ನಿಂ.  
 ಕೆ.ಆ.ಎ.ಸಿ.ಎಸ್. / 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮಾ.ನಿಂ.  
 K.A.RAVEENDRA, DY. GENERAL MANAGER/HR  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

**44. REVERSE AUCTION/PRICE BID OPENING:**

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

**45. GENERAL:**

- (a)** Contractor shall decide employees and machineries to be deployed for execution of the work awarded to him and he or his authorized representative will solely be entitled to instruct such employees about the manner of carrying out the work as per the prescribed specifications in the NIT/Work Order.
- (b)** Contractor shall allow our technical personnel to visit your disposal facility at any point of time to witness disposal process being carried out, if so desired.
- (c)** Your personnel shall wear identity card. Driver of the vehicle shall carry necessary documents of the vehicle, emission certificate, driving license etc.,
- (d)** All the necessary tools, tackles, required for service are to be arranged from your end as and when required at no extra cost.
- (e)** The Contractors service personnel should take adequate safety precaution and use necessary safety equipments during carry out the work.
- (f)** Any damage that may be caused to men and assets of our company by the
- (g)** Contractor personnel, shall be made good at your cost.
- (h)** The Contractor shall abide by security rules to get access to our premises that are in force from time to time.
- (i)** The Contractor service personnel have to report to the Executive In charge/Supervisor in charge immediately after entering into our Township premises and before taking up any service works.
- (j)** Our organization is an ISO-14001:2004 and OHSAS-18001:2007 Occupational Health & Safety Management Systems Certification from M/s. Det Norske Veritas (DNV). All the activities are to be environmentally friendly in all respect and meet the Occupational Health and Safety standards while working in our premises. The unit Health, Safety and Environment policy is enclosed.

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು ವ್ಯವಸ್ಥಾಪಕರು /ವಿ.ಸಂ.  
 ಕೆ.ಆ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು /ವಿ.ಸಂ.  
 K.A.RAVEENDRA, DY. GENERAL MANAGER/HR  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028.

**ANNEXTURE (A)****BHARAT HEAVY ELECTRICALS LIMITED**

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

**GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION**

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

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕ ವ್ಯವಸ್ಥಾಪಕರು /ಮಾ.ನಿಂ.  
 ಕೆ.ಆ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು  
 K.A.RAVEENDRA, DY. GENERAL MANAGER  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

## FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕ ವ್ಯವಸ್ಥಾಪಕರು /ಬಿ.ಎಂ.  
ಕೆ.ಆರ್.ಎಸ್.ಸಿ.ಎಸ್. 3ನೇ ಹಂತ/ಬೆಂಗಳೂರು.  
K.A.RAVEENDRA, DY. GENERAL MANAGER/BM  
BHEL-EDN, MYSORE ROAD, BANGALORE-560028.



## **CLAUSE 2.18 OF GENERAL CONDITIONS OF CONTRACT**

### **ARBITRATION:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed an employee of BHEL or of BHEL an employee of any other unit is and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

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

It is a term of a contract that the party invoking arbitration shall specify the depute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

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

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

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

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು ವ್ಯವಸ್ಥಾಪಕರು /ವಿ.ನಿ.ಸಂ.  
ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು/ವಿ.ನಿ.ಸಂ.  
K.A.RAVEENDRA, DY GENERAL MANAGER/HR  
BHEL-EDN, MYSORE ROAD, BANGALORE-560028

**BHARAT HEAVY ELECTRICALS LIMITED**  
**ELECTRONICS DIVISION**  
**&**  
**ELECTRONICS SYSTEMS DIVISION**  
**BANGALORE**  
**HEALTH, SAFETY & ENVIRONMENTAL POLICY**

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through :

- ★ **Compliance with applicable Legislation and Regulations**
- ★ **Setting objectives and targets to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards**
- ★ **Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals**
- ★ **Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication**
- ★ **Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases**
- ★ **Appropriate training of employees and interested parties on Health, Safety & Environmental ( HSE ) aspects**
- ★ **Formulation and maintenance of HSE Management Programs for continual improvement**
- ★ **Periodic review & audit of HSE Management System to ensure its continuing, Suitability , adequacy and effectiveness**
- ★ **Communication of HSE Policy to all employees and interested parties**
- ★ **Co-operation with concerned agencies / regulatory bodies engaged in HSE Activities.**

Sd/

**EXECUTIVE DIRECTOR**  
**BHEL ( EDN ) BANGALORE**

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ವ್ಯವಸ್ಥಾಪಕರು / ಮಾ.ನಿಂ.  
 ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮಾ.ನಿಂ.  
 K.A.RAVEENDRA, DY. GENERAL MANAGER  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

Annexure - I

**Certificate by Chartered Accountant on letter head**

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

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ಮಹಾನ್ ವ್ಯವಸ್ಥಾಪಕರು / ಮು.ನಿ.  
 ಕೆ.ಆರ್.ವೆಂಕಟೇಶ್, 3ನೇ ಮಹಡಿ/ 2ನೇ ಮಹಡಿ  
 K.A.RAVEENDRA, DY. GENERAL MANAGER  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

**ANNEXURE-II****GUIDELINES FOR REVERSE AUCTION PROCEDURE****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 reverse auction shall follow the philosophy of English Reverse (No ties).

1. For the proposed reverse auction, only techno-commercially qualified bidders shall be eligible to participate.
2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).
3. Business rules along with RA event schedule, bid decrement, extension etc. also will be communicated through service provider for compliance.
4. Bidders are required to submit their acceptance to the terms/conditions/modalities in the process compliance form to be submitted to the service provider before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
5. 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” shall include total basic cost, packing & forwarding charges, taxes and duties covered under GST, freight charges, insurance, any other cost indicated by vendor for execution of the contract 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.
6. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
7. Any variation in the final RA bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ಮಹಾಕಾರ್ಯದರ್ಶಿ / ಮಹಾ.ನಿರ್ದ.  
 ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ಮಹಾಕಾರ್ಯದರ್ಶಿ / ಮಹಾ.ನಿರ್ದ.  
 K.A.RAVEENDRA, DY. GENERAL MANAGER/HR  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

8. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guideline for suspension of business dealing with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).
  9. The H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided only once and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
  10. In case of failure of RA, sealed envelope price bids (of items(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelopes sealed bid(s) of techno-commercially acceptable bidders(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
  11. 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, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
  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.
- Note: In case of enquiry through e-procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.**
13. **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.**

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು ವ್ಯವಸ್ಥಾಪಕರು / ಮಾ.ನಿಂ.  
 ಕೆ.ಆ.ಎ.ಸಿ.ಎಸ್. 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮಾ.ನಿಂ.  
 K.A.RAVEENDRA, DY. GENERAL MANAGER  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028

**ANNEXTURE -III**

**Subject:** COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE.

Questionnaire to be answered by tender by ticking and suitable boxes.

SL.No	Description	Yes	No
01	Whether the tenderer has understood the scope of work. (if there is any clarification required, the same may be got cleared from the executive in charge before submitting the offer).		
02	Whether the tender has agreed to all terms & Conditions given in the tender. (If there any deviation the same may be mentioned in separate sheet.)		
03	Whether the tender agrees for the payment terms mentioned in the tender.		
04	Whether the tenderer agrees to comply with all safety standards as mentioned in the tender specification and all safety precautions required for execution during the term of contract.		
05	Whether the tenderer has agreed to submit EMD of <b>Rs. 24,625/-</b> and has submitted the same along with technical bid. (If not enclosed the tender will not be considered).		
06	Whether the tenderer has agreed to submit security deposits immediately after receipt of the work order has mentioned tender.		
07	Copy of registration of GSTIN.(Enclose Documents)		
08	Copy of agreements with agencies managing waste in Bulk waste (wet & dry) and are empaneled with BBMP along necessary approval with concerned civic authority (Enclose Documents)		
09	Copy of PF & ESI Regn. Certificate (Enclose Documents)		
10	The contract is for a period of 02 (Two) year.		

**Note:** If any of the questions is not applicable, please mention as “Not Applicable”.

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ವ್ಯವಸ್ಥಾಪಕರು / ಮಾ.ಸಂ.  
ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮಾ.ಸಂ.  
K.A.RAVEENDRA, DY. GENERAL MANAGER  
BHEL-EDN, MYSORE ROAD, BANGALORE-560028

## ANNEXURE -IV

**GSTN**

Sl. No	GSTN requirements	Compliance YES / NO	Remarks, if any
(A)	<b>QUOTATION :</b>		
1	Supplier registered under GST & GSTIN registration number submitted along with tender		
2	If existing dealers, to be confirmed for migration to GSTIN & GSTIN registration number		
3	If the supplier is below the threshold limit, viz Rs.20. lacs as per existing provisions, then a declaration to be obtained to that effect along with copy of accounts confirming that the supplier is below the threshold limit, failing which the supplier will be treated as an Unregistered dealer (URD) for which tax is payable on reverse charge (RCM) by BHEL.		
4	If the supplier is above the threshold & is yet not registered, GST is payable by BHEL on reverse charge basis.		
5	All registered suppliers submitting the quote shall mandatorily mention Service Accounting code (SAC) relevant for the service quoted.		
6	GST rates are quoted as per the service for which quoted & SAC is mapped		
(B)	<b>INVOICING:</b>		
7	Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN) , service accounting code (SAC) apart from all other details mentioned.		
8	In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge		
9	If service is eligible for credit, then all conditions relating to uploading the invoice in the GSTN portal, tax remittance, return uploading, matching of input credit etc, to be complied with for availing credit.		
10	If the Supplier is not registered, then tax is payable on Reverse charge & will be to the account of the supplier		
11	For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.		

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ವ್ಯವಸ್ಥಾಪಕರು / ಮಹಾ.ನಿರ್ದ.  
 ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮಹಾ.ನಿರ್ದ.  
 K.A.RAVEENDRA, DY GENERAL MANAGER/HR  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028.



**ANNEXURE –V****ELECTRONIC FUNDS TRANSFER (EFT) OR  
PAYLINK DIRECT CREDIT FORM**

Please Fill Up the form in CAPITAL LETTERS only:

TYPE OF REQUEST (Tick one): CREATE \_\_\_\_\_

CHANGE: \_\_\_\_\_

BHEL Vendor/Supplier

Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

Permanent account

Number(PAN): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

STATE

\_\_\_\_\_

PINCODE

\_\_\_\_\_

Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

Sl.No.		
01	Bank Name:	
02	Bank Address:	
03	Bank Telephone No:	
04	Bank Account no	
05	Account Type: Saving/Cash Credit	
06	9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank	
07	Bank Swift Code (applicable for EFT only)	
08	Bank IFSC Code(applicable for RTGS)	
09	Bank IFSC Code (applicable for NEFT)	

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ವ್ಯವಸ್ಥಾಪಕರು / ಮು.ನಿರ್ದ.  
 ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮು.ನಿರ್ದ.  
 K.A.RAVEENDRA, DY. GENERAL MANAGER/NI  
 BHEL-EDN, MYSORE ROAD, BANGALORE-560028



I here certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. 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. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:  
STD Code

Telephone No. with

Company seal

### BANK CERTIFICATE

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us and we confirm that the bank details given above are correct as per our records.

Date:

Place:

(.....)

Signature

Please return completed from along with a blank cancelled cheque or photocopy thereof to:

Bharat Heavy Electricals Ltd.,

Attn:

Electronics Division, Mysore Road,  
BANGALORE -560026

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕ ವ್ಯವಸ್ಥಾಪಕರು / ಮು.ನಿಂ.  
ಕೆ.ಎ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು / ಮು.ನಿಂ.  
K.A.RAVEENDRA, DY GENERAL MANAGER/HR  
BHEL-EDN, MYSORE ROAD, BANGALORE-560026

Part – II

PRICE BID

To be submitted in a separate sealed cover

NAME OF WORK: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL  
OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED  
DISPOSAL SITES AS PER THE GUIDELINES OF BBMP,  
BANGLORE

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು, ಸ್ವಚ್ಛತೆ ಮತ್ತು ಪರಿಸರ ಇಲಾಖೆ,  
ಬಿ.ಎ.ಎ.ಸಿ.ಎ. 3ನೇ ಮಹಡಿ, ಬಿ.ಎ.ಎ.ಸಿ.ಎ. ಸಂ. 1  
K.A.RAVEENDRA, DY. GENERAL MANAGER  
BHEL-EDN, MYSORE ROAD, BANGALORE-560028

PART-2 (PRICE BID)				
SCHEDULE OF WORK				
NAME OF WORK: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP,BANGALORE				
Sl. No.	Item description	Unit	Basic Rate in Figures Rs.	Rate in words in Rs.
1	Collection, loading and transportation of Dry/Wet garbage (which is unfit for recycling) and disposal at designated disposal sites as per the guidelines of BBMP including Transportation & Weighment charges.	Metric Ton		
2	GST Rate to Be Quoted by Contractor			

NOTE: BASIC RATES ARE TO QUOTED & GST RATE SEPERATELY.

CONTRACTOR  
SEAL & SIGNATURE

CONTRACTOR

ISSUING OFFICER

ಕೆ.ಎ.ರವೀಂದ್ರ, ನಿರ್ದೇಶಕರು ವ್ಯವಸ್ಥಾಪಕರು /ಮಾ.ನಂ.  
ಕೆ.ಆ.ರವೀಂದ್ರ, 3ನೇ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು /ಮಾ.ನಂ.  
K.A.RAVEENDRA, DY. GENERAL MANAGER/BBMP  
BHEL-EDN, MYSORE ROAD, BANGALORE-560028.



# GENERAL CONDITIONS OF CONTRACT 2019

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್, ವಿದ್ಯುನ್ಮಾನ ವಿಭಾಗ, ಬೆಂಗಳೂರು  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, इलेक्ट्रॉनिक्स डिवीज़न, बेंगलुरु  
*Bharat Heavy Electricals Limited, Electronics Division, Bengaluru*

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## **CHAPTER -1**

### **1. GENERAL INSTRUCTION TO TENDERERS**

#### **1.1. DESPATCH INSTRUCTION**

*i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages*

*ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.*

*iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.*

#### **1.2. SUBMISSION OF TENDERS**

*1.2.1 The tenderers must submit their tenders as per instructions in the NIT*

*1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.*

*1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present*

*1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.*

*1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.*

### **1.3. LANGUAGE**

*1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.*

*1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.*

### **1.4 PRICE DISCREPANCY:**

#### **1.4.1 Conventional (Manual) Price Bid opening:**

*i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly*

*ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;*

*iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.*

*iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.*

*v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.*



vi) *In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.*

*1.4.2 Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.*

*i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.*

*ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.*

### **1.5. EVALUATION OF BIDS**

*i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation*

*ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL*

*iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.*

### **1.6. DATA TO BE ENCLOSED**

*The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.*

*i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.*

*ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.*

**iii) IN CASE OF INDIVIDUAL TENDERER:**

*His / her full name, address, PAN, GSTIN and place & nature of business to be furnished.*

**iv) IN CASE OF PARTNERSHIP FIRM**

*The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.*

**v) IN CASE OF COMPANIES:**

*Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.*

**1.7. AUTHORISATION AND ATTESTATION**

*Tenders shall be signed by a person duly authorised/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders*

**1.8. EARNEST MONEY DEPOSIT**

*1.8.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.*

*The EMD may be accepted only in the following forms:*

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

*1.8.2 EMD by the bidder will be forfeited as per Tender Documents if*

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means*

*1.8.3 EMD shall not carry any interest.*

*1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.*

*1.8.5 EMD of successful tenderer will be converted as part of Security Deposit*

### **1.9. SECURITY DEPOSIT**

*The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.*

#### **1.9.1 Modes of Security deposit:**

*The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:*

- i) Cash (as permissible under the extant Income Tax Act)*
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL*
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

*1.9.2 The Security Deposit shall not carry any interest.*

*1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award ( plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL*

*1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.*

### **1.10. REFUND OF SECURITY DEPOSIT**

*50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.*

#### **1.10.1 DEFECTS LIABILITY PERIOD:**

*The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.*

### **1.11. BANK GUARANTEES**

*Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with*

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.*
- ii) The Bank Guarantees shall be as per prescribed BHEL formats.*
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.*
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL*
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.*
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.*
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*

### 1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). **In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.**

### 1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

**The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill.** The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

### 1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. **BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job.** The decision of BHEL will be final in this regard.



1.14.4 *If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.*

1.14.5 *BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.*

1.14.6 *If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.*

1.14.7 *Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.*

1.14.8 *In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.*

1.14.9 *The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.*

1.14.10 *The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.*

1.14.11 *Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.*

1.14.12 *BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.*

**1.15 BHEL Fraud Prevention Policy :**

*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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.*

**CHAPTER-2**

*2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires*

- i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.*
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Electronics Division, Mysore road, Bengaluru-560026*
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.*
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers*
- v) “SITE” shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.*
- vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.*
- vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.*

viii) *“CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.*

ix) *“GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.*

x) *“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum’s, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.*

xi) *“LETTER OF INTENT” shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.*

xii) *“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.*

xiii) *“PLANT” shall mean and connote the entire assembly of the plant and equipment’s covered by the contract.*

xiv) *“EQUIPMENT” shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.*

xv) *“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.*

xvi) *“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.*



xvii) *“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment’s to the entire satisfaction of BHEL.*

xviii) *“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.*

xix) *“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.*

xx) *“MONTH” shall mean calendar month unless otherwise specified in the Tender.*

xxi) *Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.*

xxii) *“COMMISSIONING” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.*

xxiii) *“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.*

xxiv) *“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.*

xxv) *‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum including applicable taxes mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained*

xxvi) *“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender*

xxvii) *“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor*

xxviii) *“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract*

## **2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

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

## **2.3 ISSUE OF NOTICE**

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

*2.3.2 Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.*

## **2.4 USE OF LAND**

*No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.*

### **2.4.1 STORES AND MATERIALS:**

*The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those 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 Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store 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 the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.*

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

*Contractor is responsible for safe & secure storage of above material.*

**2.4.2 PATENT RIGHTS:**

*The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating 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 any article/ or part thereof included in the contract.*

*In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.*

**2.4.3 WATER :**

*The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.*

*In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.*

**2.4.4 TEMPORARY WORKSHOPS, STORES ETC :**

*The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.*

*On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.*

**2.5 COMMENCEMENT OF WORK**

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

*2.5.2 The contractor shall commence the work within seven(07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.*

*2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.*

*2.5.4 All the work shall be carried out under the direction and to the satisfaction of BHEL.*

## **2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

*2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.*

*2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.*

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

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

*2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.*

*2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.*

*2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.*

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

*2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.*

*2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.*

*2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.*

## **2.7 RIGHTS OF BHEL**

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

*2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.*

*2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-*

- i) Contractor's continued poor progress*
- ii) Withdrawal from or abandonment of the work before completion of the work*
- iii) Contractor's inability to progress the work for completion as stipulated in the contract*
- iv) Poor quality of work*
- v) Corrupt act of Contractor*
- vi) Insolvency of the Contractor*



vii) *Persistent disregard to the instructions of BHEL*

viii) *Assignment, transfer, sub-letting of contract without BHEL's written permission*

ix) *Non fulfillment of any contractual obligations / non-compliance of statutory requirements*

x) *In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule*

2.7.3 *To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof*

2.7.4 *To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.*

2.7.5 *To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 35% on all such payments.*

2.7.6 *While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.*

2.7.7 *In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.*

2.7.8 *In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for*

*short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value-*

#### **2.7.9 LIQUIDATED DAMAGES/PENALTY**

##### **COMPENSATION FOR DELAY:**

*If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below*

*For unfinished anticipated value of work where finished portion is fit for use*

*Rate of compensation as follows:*

- *Completion period (as originally stipulated) not exceeding 6 months. ....@ 1 percent per week*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week*
- *Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week*

*Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value*

- *Completion period (as originally stipulated) not exceeding 6 months. ....@ 10 percent of anticipated value of work*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work*
- *Completion period (as originally stipulated) Exceeding 2 years.....@ 5 percent of anticipated value of work*

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

**2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS:** *BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill*

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

*The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. **The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:***

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

*2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 1948, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.*

*The **contractor shall produce the following registers and forms:***

- Form XIII- **Register of work men employed by contractor(Rule 75)***
- **Form XIV- Employment Card issued by contractor( Rule 76)***
- Form XVI- Muster Roll ( Rule 78(1) (a)(i))*
- Form XVII- Register of Wages ( Rule 78(1) (a)(i))*
- Form XVIII- Register of wages cum Muster Roll( in case of weekly payment)*
- Form XIX- Wage slip ( Rule 78(b))*
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))*
- Form XXI- Register of files Rule 78(1) (a)(ii))*
- Form XXII- Register of Advance Rule 78(1) (a)(ii))*
- Form XXIII- Register of Overtime Rule 78(1) (a)(iii))*
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))*

*2.8.3 **The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act)as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer***



2.8.4 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.

2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

2.8.6 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

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

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

2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.10 All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.

2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor

2.8.12 Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.8.13 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.14 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

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

2.8.17 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.18 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.

2.8.19 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

2.8.20 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. If the work is executed in Factory premises, no hutment will be allowed.

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

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

2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools , plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing , lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 **SITE DRAINAGE:** All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractors expense.

2.8.25 **INSPECTION OF THE WORK:** BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

- i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:

- ii. *Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess(plus or minus)*
- iii. *If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.*

## **2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

*2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work . The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.*

*2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.*

*2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL*

## **2.10 TIME OF COMPLETION**

*2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers*

*2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11*

## **2.11 EXTENSION OF TIME FOR COMPLETION**

*2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.*

*2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.*

*2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.*

*2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.*

*2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program*

*2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.*

## **2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)**

*2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.*

*2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.*



*2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned*

*2.12.4 Payment of ORC shall be regulated as follows:*

*i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.*

*ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein*

*iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities*

*iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis*

*2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned*

## **2.13 QUANTITY VARIATION**

***2.13.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities.***

## **2.14 EXTRA WORKS**

*2.14.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.*

*2.14.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.*

2.14.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.14.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.14.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

**MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS:** Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/modification/fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be as per applicable minimum wage act

2.14.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.

2.14.7 Extra Works for Civil Packages shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived; Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

*ii) PVC and ORC will not applicable be for (i) above.*

## **2.15 SUPPLEMENTARY ITEMS**

### **2.15.1 For NON Civil Works**

*Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:*

*i) Based on percentage breakup/rates indicated for similar/nearby items*

*ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work*

### **2.15.2 For Civil Works**

*i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:*

*a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities*

*b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14*

*ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13*

*iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.*

*iv) PVC and ORC will not be applicable for (i) above.*

## **2.16 STRIKES & LOCKOUT**

*2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other*



*agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%*

*2.16.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL*

## **2.17 FORCE MAJEURE**

*The following shall amount to Force Majeure:-*

*2.17.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.*

*2.17.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.*

## **2.18 ARBITRATION & RECONCILIATION**

*2.18.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.*

*The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine*

*2.18.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:*

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

*2.18.3 The cost of arbitration shall be borne equally by the parties.*

*2.18.4 Work under the contract shall be continued during the arbitration proceedings*

## **2.19 PAYMENTS**

*Payments to Contractors are made in any one of the following forms*

### *2.19.1 Running Account Bills (RA Bills)*

*i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).*

*ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.*

*iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract*

*iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.*

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

#### **2.19.2 Final Bill**

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

#### **2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP**

2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.

#### **2.20.2 BHEL shall release the balance security deposit subject to the following**

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format

v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

## **2.21 CLOSING OF CONTRACTS**

*The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.*

## **2.22 REVERSE AUCTION/PRICE BID OPENING:**

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

## **2.23 SUSPENSION OF BUSINESS DEALINGS**

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

## **2.24 OTHER ISSUES**

*2.24.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.*

*2.24.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.*

*2.24.3 Unless otherwise specified in NIT, offers from consortium /JVs shall not be considered.*

*2.24.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts*