

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE - 560026

Phone: 080-26998036/8464
FS / CIVIL ENGG. DEPT

NOTICE INVITING TENDERS

- | | |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. TENDER NUMBER | : BHE/315/20/2784/11, DATE: 30-09-2020 |
| 2. NAME OF WORK | : JOB CONTRACT FOR MAINTENANCE OF
RESTROOMS (TOILETS) INCLUDING CONNECTED
MANHOLES, DRAIN CHAMBERS AND SANITARY
LINE DUCTS INSIDE BHEL-EDN FACTORY |
| 3. CONTRACT PERIOD/
COMPLETION TIME | : 24 Months |
| 4. ESTIMATED COST | : Rs. 129.53 Lakhs (excluding GST) |
| 5. EARNEST MONEY DEPOSIT | : Rs. 3,05,681/- |
| 6. LAST DATE AND TIME FOR
THE SUBMISSION OF DULY
FILLED IN TENDER DOCUMENT | : Before 1.00 PM on 21-10-2020 |
| 7. PLACE OF SUBMISSION OF
TENDER DOCUMENT | : AT RECEPTION TENDER BOX NO. 07/ FS&T
BHEL / ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE – 560026 |
| 8. DATE AND TIME FOR
TECHNICAL BID OPENING | : At 1:15 P.M on 21-10-2020 |

NOTE: The Tenderer shall return the duly filled in Tender document after affixing signatures on all pages and submit.

TO,
ISSUING OFFICER/FACTORY SERVICES
BHEL – ELECTRONIC DIVISION
MYSORE ROAD, BANGALORE – 560026

TENDERER

ISSUING OFFICER

Bharat Heavy Electricals Ltd

Electronics Division
Mysore Road, Bangalore – 560026

Tender Document for the work of

**JOB CONTRACT FOR MAINTENANCE OF RESTROOMS (TOILETS)
INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND
SANITARY LINE DUCTS INSIDE BHEL-EDN FACTORY**

TECHNICAL BID

DATE OF OPENING: 21-10-2020

Part – I	Techno-Commercial Bid	36 Pages
Part – II	Price Bid	02 Pages
	BHEL General Conditions of Contract	33 Pages

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 of Rs.3,05,681/- in favour of BHEL-EDN as per Mode provided in Sl. No. C.2, Part – I (Techno-Commercial Bid)**

Or

If EMD exemption is claimed under MSME/NSIC, relevant valid certificate should be submitted in a separate sealed cover suitably super scribed.

Tenders will be liable for rejection if the above is not submitted.

4) **Part-I, Part-II & EMD sealed covers to be put in outer Envelope and super scribing the Name of work and Name & Address of the Tenderer.**

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE-560026

DEPT: FACTORY SERVICES/CIVIL DEPT.

ENQUIRY NO. **BHE/315/20/2784/11**

DATE: **30-09-2020**

PART-I
TECHNO-COMMERCIAL BID

A. INFORMATION PART

01. NAME OF THE CONTRACTOR :

02. ADDRESS

(A) OFFICE :

.....

TEL.PH NO/E-MAIL :

(B) RESIDENCE :

..

TEL.PH NO :

03. CONSTITUTION OF FIRM : INDIVIDUAL/ SOLE PROPRIETORSHIP CONCERN/
PARTNERSHIP FIRM/ PUBLIC LTD. COMPANY/
PRIVATE LTD. COMPANY

04. QUALIFICATION :

05. STAFF STRENGTH

(A) TECHNICAL :

(B) GENERAL :

06. PLANT/EQUIPMENTS :

TENDERER

ISSUING OFFICER

B. ESSENTIAL CRITERIAS (For Techno-Commercial Acceptance)

S.N.	Particulars	To be filled by Bidder
1	<p>Experience of having successfully completed similar works (similar works means labour/job contracts for cleaning of toilets/restrooms/lavatories/housekeeping services) during last 7 years from the date of tender notice should be either of the following:</p> <p>a) Three similar completed works each costing not less than an amount equal to Rs. 30.57 Lakhs incl. GST for 01 year OR</p> <p>b) Two similar completed works each costing not less than an amount equal to Rs. 38.21 Lakhs incl. GST for 01 year OR</p> <p>c) One similar completed works each costing not less than an amount equal to Rs. 61.14 Lakhs incl. GST for 01 year</p> <p>(Copy of performance report along with WO/PO copy from the organization where the work is executed is to be enclosed. Submission of only WO/PO copy is not adequate).</p>	
2	Average annual financial turn over during the last 3 years, ending 31 st March of the previous financial year, should be 30% of the estimated cost as mentioned against each work in this notice. (Tenderer should mandatorily submit copies of IT Returns, Balance Sheet, Profit & Loss statement certified by qualified Auditors/Chartered Accountant)	Yes/ No
2.1	Turnover - Previous year	Rs.
2.2	Turnover - 1 year before previous year	Rs.
2.3	Turn over- 2 years before previous year	Rs.
3	Solvency shall be not less than Rs. 10.00 Lakhs (Latest Certificate from the Bank shall be produced not older than one (1) year from the date of opening of tender (preferably in the Format as per Annexure – IV).	Furnished/ Not Furnished
4	Tenderer should be registered with Labour (Central/State), ESI & PF Authority. (Tenderer should enclose copies of LIN No. and ESI/PF registration certificates)	Yes/ No

Note: Bidders not meeting the above criteria are liable for rejection

TENDERER

ISSUING OFFICER

C. OTHER CONDITIONS

01. (A) SCOPE OF WORK : UNDERSTOOD / NOT UNDERSTOOD
(As per Part- I: Clause - 5 &
Part II: Schedule of Items)
(B) ACCEPT TO EXECUTE IN TOTAL : YES / NO
02. EMD PARTICULARS
(As per Part- I: Clause - 1.25)
(A) SBI COLLECT :
(B) EFT IN BHEL A/C :
(C) BANKERS CHEQUE/ PAY
ORDER /DEMAND DRAFT :
03. BHEL'S PAYMENT TERMS : ACCEPTABLE / NOT ACCEPTABLE
(As per Part- I: Clause - 6)
04. WHETHER AGREEABLE TO MAKE : YES/NO
NECESSARY STATUTORY PAYMENTS
AS PER BHEL EDN TERMS
05. ELECTRONIC FUNDS TRANSFER (EFT)
(FORM ENCLOSED IN ANNEXURE - II) : PLEASE FILL UP THE FORM (MANDATORY)
06. SECURITY DEPOSIT AS PER BHEL TERMS : ACCEPTABLE / NOT ACCEPTABLE
07. DECLARARTION OF ACCEPTANCE TO
TERMS & CONDITIONS
(FORM ENCLOSED IN IN ANNEXURE – III) : PLEASE FILL UP THE FORM (MANDATORY)

TENDERER

ISSUING OFFICER

Additional Documents required to be submitted

- 1) Copy of PAN/GIR No. Registration Certificate issued by Income Tax Authority
- 2) Copy of ESI/PF Registration Certificate
- 3) Copy of GST Registration Certificate
- 4) Income Tax Returns for last Three years
- 5) Balance Sheet and Profit & Loss Account for the last Three years
- 6) Annual Turnover for the last Three years duly certified by auditor
- 7) Work on hand (Required to ascertain bid capacity).
- 8) Registration with BHEL/Dept. of Labour/any other Govt. Institutions, if any

Special Conditions of Tender:

- 1) **Bidders should have their Business office/Branch office at Bangalore with adequate Administrative/Technical staff for regular interactions/monitoring of work. If they don't have such facilities at Bangalore, they should furnish an undertaking to open their business/branch office at Bangalore within 01 month (One month) of being awarded the contract.**
- 2) Bidders should require study the prevailing market trend of labours/other relevant statutory requirements before quoting and submit their competitive price.
- 3) Tenderers should not disclose any price bid details/discounts in the techno-commercial bids

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

1. INSTRUCTIONS TO TENDERERS

- 1.1 Sealed Tender for the above noted work are hereby invited from contractors experienced in works of similar kind and magnitude.
- 1.2 **Tender shall be submitted in two parts, i.e. (I) Techno-Commercial bid and (II) Price Bid.**
Techno-Commercial bid shall be submitted confirming acceptance to all the clauses indicated in this Tender along with EMD and enclosures as required by the Tender and any other which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document attached thereto before submitting Tender.
Price Bid duly filled & signed with seal, must be put in another separate sealed envelope superscribed with Tender reference and 'Price Bid'. Price bid envelope must contain only the rates and amount to be quoted in figures and words in format enclosed in Price schedule: Part- II which is enclosed hereto.
- 1.3 **Tenders should be addressed to the Issuing Officer, Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560026. Sealed envelope of both (I) Techno-Commercial bid and (II) Price bid along with EMD must be put in a single sealed envelope duly superscribing the Name of work, Tender reference and due date. The full name and address of the Tenderer should be indicated on the sealed cover.**
- 1.4 **The bidders are required to submit / drop duly filled in tender document within the specified date and time in the FS&T tender box (Box No.7) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560026. Tenders received after the due date & time of opening of tenders will not be accepted. All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.**
- 1.5 The local address of the Contractors, the name of the person to whom all the correspondence is to be addressed should be indicated, mobile number (both Office & Residence), e-mail address and fax numbers.
- 1.6 **The tender documents are available in the BHEL web site: www.bhel.com / Central Public Procurement Portal: eprocure.gov.in under heading Tender Notifications. Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only.**
- 1.7 **All entries in the tender documents should be in one ink. Eraser and overwriting are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with the proper indication of the name designation and address of the person signing and affixing his seal.**
- 1.8 Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.

TENDERER

ISSUING OFFICER

- a) If 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 an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) 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 (a) and (b) above
 - d) 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.
- 1.9 **Before quoting the rates, the tenderer shall thoroughly go through all terms and conditions especially regarding welfare measures to be provided by the contractor and BHEL - EDN notified wages.**
- 1.10 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 Price schedule: Part-II. These rates shall be for the finished work at site. **The rates shall include payment of any additional incentive to the workmen deployed in the contract and also expenses towards PF & ESI contributions and Bonus (as per Bonus act) except GST.** 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.
- 1.11 **As a welfare measure towards his workers who may be deployed under this contract, the tenderer should include Washing Allowance @ Rs.125 per month per person payable to his workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.**
- 1.12 **The tenderer shall take notice that workmen engaged under this contract shall be provided with uniform, safety shoes with socks, safety items such as gum boots, hand gloves, respiratory mask, overcoats, caps and toilet soap per person per month by the contractor, as per BHEL tender terms in line with norms laid down by Statutory Bodies such as Safai Karmacharis Commission. This should be included in the unit rates.**
- 1.13 In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers. The lowest price bid (L1) shall be arrived based on the total amount for all the activities under the Price schedule: Part-II.

- 1.14 The rates to be quoted by the Tenderer shall be firm and inclusive of State Minimum Wages, VDA, BHEL Corporate Additional amount, Washing Allowance, ESI/PS contributions, Earned Leave (EL) wages, National/Festival Holidays(NH/FH), Uniform, Safety Items , Statutory Bonus and exclusive of applicable GST.
- 1.15 Evaluation of Price Bid shall be on the basis of “Total Cost to BHEL”. GST to be quoted separately in Part-II: Price Bid.
- 1.16 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 bidder will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.
- 1.17 Unpriced Price Bid - A copy of signed/sealed price bid without indicating the prices should be enclosed alongwith techno-commercial bid.
- 1.18 **Goods & Services Tax (GST): (If applicable)**
- a. BHEL EDN GSTIN is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
 - b. The bidder shall mention his GSTIN number in all quotations and invoices submitted.
 - c. The bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
 - d. 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, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
 - e. Payment of GST to contractor will be made only if it is matching with details uploaded by the contractor in GST Return.
 - f. Contractor to give undertaking that GST return will be filed within the time limit prescribed.
 - g. For invoices paid on Reverse Charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
 - h. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
 - i. The changes in GST rates due to statutory amendment of GST ACT during the course of the contract will be paid as applicable.
- 1.19 (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.

- 1.20 **Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour.** Pre bid meeting deliberating aspects involved in this contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate. They should be well versed with BHEL General Conditions of Contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. However, it is informed that in case of inconsistencies in any clauses of GCC and this document, the relevant clause of this document shall prevail over the other. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification, but which is necessary to complete the work.
- 1.21 Details and quantities of each item of work shown in the Tender schedule attached hereto are only approximate. They are given as a guideline for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period from the date of commencement of work. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Price schedule: Part-II attached hereto.
- 1.22 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.
- 1.23 If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
- 1.24 **Earnest Money Deposit (EMD)**

Every tender must be accompanied by Earnest Money Deposit. 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-16 of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to be rejected.

Exemption of EMD can be availed by genuine MSE vendors as per guidelines of MSMED act 2006 and public procurement policy for MSME, 2012 by ministry of MSME, government of India. **MSE suppliers can avail the entitled benefits** only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (**Format enclosed at Annexure - I** 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.

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

a) SBI Collect (before tender opening)

The link to make EMD payment is given below.

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

Onlinesbi.com-> State Bank Collect -> Karnataka ->Public Sector Undertaking
-> Bharat Heavy Electricals Ltd. -> Others select payment nature and proceed as per the screen.

b) Electronic Fund Transfer credited in BHEL account (before tender opening)

c) Banker's Cheque/Pay Order/Demand Draft in favour of BHEL-EDN, Bangalore – 560026
(along with offer).

1.26 For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.

1.27 Unless the bidder 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 the tender withdrawn.

1.28 **Forfeiture of EMD**

EMD by the Tenderer will be forfeited as per NIT conditions, if:

i) After opening the tender and within the offer validity period, the tenderer revokes his 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.

1.29 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work

1.30 The EMD does not carry any interest.

1.31 **Security Deposit**

Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent. **The total amount of Security Deposit will be 5% of the contract value.** EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of 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 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. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

- v) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc., (Certificate should be 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).

Collection of Security Deposit

At least 50% of the Security Deposit, including the EMD, should be collected 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 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 payments/due to the contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).

Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest.

Refund of Security Deposit

The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL, upon the fulfilment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed.

- 1.32 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.
- 1.33 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.
- 1.34 The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
- 1.35 If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.

- 1.36 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.
- 1.37 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.
- 1.38 Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 1.39 The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
- 1.40 The expenses for completing the stamping agreement shall be paid by the contractor.
- 1.41 Any covering letter and comments of the tenderer should be submitted along with the offer.
- 1.42 Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholders 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.
- 1.43 **The ‘INSTRUCTIONS TO TENDERER / RELEVANT CLAUSES IN THIS NIT’ & 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. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the ‘INSTRUCTIONS TO TENDERER / RELEVANT CLAUSES IN THIS NIT’ shall prevail.**
- 1.44 **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.**
- 1.45 **PRICE BID OPENING**
BHEL shall be resorting to Price Bid Opening among all the techno-commercially qualified bidders. Date of Price Bid Opening will be informed to techno-commercially qualified bidders separately.

2. CONTRACTOR'S OBLIGATIONS

Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.

- 2.1 Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.
- 2.2 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 2.3 Contractor shall maintain appropriate records of his employees deployed to carry out the work.
- 2.4 Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 2.5 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 2.6 Contractor will ensure that the work is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the work; nor shall sub-contract the work without prior written permission from BHEL.
- 2.7 Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 2.8 The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. Notwithstanding that BHEL may provide consumables, cleaning and material handling equipment etc. wherever required, the contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.
- 2.9 The contractor has to provide his workmen uniform distinct different from BHEL employees, mandatorily after commencement of contract. The uniform should have logo of the contractor's firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.
- 2.10 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any from the establishment of BHEL.
- 2.11 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.
- 2.12 BHEL will provide materials & equipments for cleaning wherever applicable and agreeable. However, it will be the responsibility of the contractor to inform concerned Engineer-in-charge to ensure the materials/equipments for assigned jobs.
- 2.13 The age of the contract workers deployed at BHEL EDN should be between 18 to 60 years.**

3. **CONTRACTOR'S STATUTORY LIABILITY**

- 3.1 The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour (Prohibition & Regulation) Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Prevention of sexual harassment at workplace Act 2013, Equal Remuneration Act 1976, Guidelines/notification related to Safai Karmacharis Act (as applicable) and other relevant laws/Rules applicable. The contractor shall also comply with applicable Acts/Rules, provisions, regulations, notifications and amendments made thereunder by concerned authorities from time to time.
- 3.2 Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 3.3 **Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.**
- 3.4 **The trends of changes of Basic +VDA (as declared by the appropriate Government Agency in Karnataka for Private Safai Karmacharis) + Corp. Additional Amount of BHEL from the last 02 years is given below:**

Category	01/04/2019 to 31/03/2020				01/04/2020 to 31/03/2021			
Safai Karmacharis	Basic	VDA	BHEL Corp. Addl. Amount	Total	Basic	VDA	BHEL Corp. Addl. Amount	Total
	Rs. 540.00	Rs. 68.68	Rs. 123.08	Rs.731.76	Rs. 540.00	Rs. 84.74	Rs. 123.08	Rs. 747.82

In addition to above, contractor shall pay Washing Allowance @ Rs.125/- per month to contract labours.

Any periodic change in Minimum wages and statutory compliance as notified by appropriate Govt. agencies or thereof during the contract period shall be borne by the contractor. However pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as directed by Govt. directives or BHEL, the contract terms & conditions for wage structure & its impact on the Job/Works contract will be reviewed and suitably compensated by BHEL.

- 3.5 **Subject to any other clause in this contract to the contrary, any additional allowance / special incentive over and above the prescribed minimum wages, if so directed by the company (BHEL), shall be payable by the contractor along with applicable statutory dues, which will be reimbursed by the Company.**
- 3.6 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 3.7 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.

- 3.8 If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in sub clause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him, who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for contract labour deployed by him who are not covered under ESI Act, along with his monthly bill.
- 3.9 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 3.10 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.
- 3.11 Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 3.12 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 3.13 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.
- 3.14 The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 3.15 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 3.16 The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.
- 3.17 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. **The contractor shall also indicate ESI No. and PF No. in the techno-commercial bid.**
- 3.18 **Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.**
- 3.19 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.

- 3.20 **Contractor shall observe provisions of Factories Act /Safai Karmacharis Commission/any other Statutory Bodies in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL/ Factories Inspector /Safai Karmacharis Commission/any other Statutory Bodies factory in separate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.**
- 3.21 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement through Bank account of contract labours and subsequently obtain their signatures in the wage payment register.
- 3.22 Contractor shall obtain license under CL (R&A) Act, 1970 or amendments thereof.

4. GENERAL TERMS & CONDITIONS

Engineer-in-charge shall give overall instructions to the contractor or his authorised representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor/his authorized Supervisor exclusive for this work only.

- 4.1 The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.
- 4.2 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within the specified time in the notice and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
- 4.3 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 4.4 Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 4.5 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for the contract period from the date of commencement of work, after issue of Work order/LOI. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

5. SCOPE OF WORK

i) Maintenance of Restrooms (Gents Toilets):

Cleaning of Sanitary Fittings and Fixtures - IWC/EWCs, Urinals, Washbasins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. alongwith cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials. **(Frequency: Twice Daily)**

ii) Cleaning of Manholes, Drain Chambers and Sanitary Line Ducts

Cleaning of Manholes, Drainage Chambers and Sanitary Line Ducts with mechanised cleaning equipments & cleaning materials and dumping the waste in waste yard inside Factory premises. Contractor should ensure that no manual scavenging is done (ref: MS Act. 2013) and only mechanized cleaning has to be carried out and follow necessary safety precautions while performing above work **(Frequency: As & when required utilizing manpower in Sl. No. 5(i)).**

iii) Maintenance of Restrooms (Ladies Toilets):

Cleaning of Sanitary Fittings and Fixtures - IWC/EWCs, Urinals, Washbasins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. alongwith cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials. **(Frequency: Twice Daily)**

iv) Maintenance of Duty roster, Daily job assignment, Allocation of required cleaning consumables to Safai Karmacharis (twice daily) and Supervision of cleaning of Restrooms (Toilets) and Disposal of waste at identified locations. (Frequency: Daily)

NB: All consumable materials like toilet cleaners, soap oil, hand wash liquid soap, urinal cakes, air fresheners, phenol, vim powder, surf, bleaching powder, scrub pad, toilet brushes, broomsticks and all tools and plants shall be provided by BHEL.

GENERAL WORK INSTRUCTIONS

1. The contractor shall carry out all associated works assigned by the Engineer-in-charge from time to time.
2. Please note that our normal working hours are from 07.30 A.M. to 04.36 P.M. from Monday to Friday & 07.30 A.M. to 12.30 P.M on Saturdays, which may change depending upon the work requirement which will be intimated.
3. The contractor supervisor has to supervise maintenance of restrooms (toilets), cleaning of manholes, drain chambers and sanitary line ducts by manual or mechanical means at all heights and levels and maintain day to day records/log books as per various regulations as directed by the Engineer-in-charge.
4. The contractor has to issue ESI card to all Contract labourers engaged by them for this work, immediately on getting work order.
5. Failure to employ adequate no. of persons resulting in the suffering of work will be considered as breach of the terms and conditions under this agreement & will entail termination of the contract forthwith and rearrangement of the work through other agencies, at the risk and cost of contractor.
6. The contractor should carry out the work as per the directions and instructions given by the management of BHEL from time to time in writing and failure to do so shall amount to termination forthwith.
7. Frequency of cleaning and waste disposal will be as mentioned in scope of work. Under no circumstances the generated waste shall be thrown around the building or building premises.
8. The persons employed including temporary hands, shall be free from all types of diseases.
9. The contractor shall use consumable materials supplied by BHEL for cleaning purpose.
10. The contractor shall use required quantity of materials required for the work time to time as directed by the Engineer-in-charge.
11. The workmen of the contractor shall wear the specified uniforms and suitable badges have to be provided by the contractor. The company is not responsible for any loss or damage to the contractor equipment used for the said contract.
12. The contractor has to provide entry passes with photo for all the contractors' labourers/supervisory staff working in the factory. The same will be sealed and issued by the security dept. of BHEL.
13. Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
14. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
15. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub contract the job without prior written permission from BHEL.

NAME OF WORK: JOB CONTRACT FOR MAINTENANCE OF RESTROOMS (TOILETS), INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS INSIDE BHEL-EDN FACTORY

MANPOWER REQUIRED PER DAY				
SL NO.	WORK DESCRIPTION	CATEGORY	SEX	NOS
1	MECHANIZED CLEANING OF RESTROOMS (GENTS TOILETS). MECHANIZED CLEANING OF MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS	SAFAI KARMACHARI	MALE	13
2	MECHANIZED CLEANING OF RESTROOMS (LADIES TOILETS)	SAFAI KARMACHARI	FEMALE	07
		TOTAL		20
		RELIEVER		01

Note: Manpower indicated is tentative and may vary depending upon the requirement during the tenure of the contract.

STATUTORY COST FIXED CHARGES

1. Wages incl. VDA and BHEL Corp. Addl. Amount
2. Wages for EL @ 15 days per labour per annum
3. Wages for NH & FH @ 12 days per labour per annum
4. Washing Allowance @ Rs.125/- per month
5. Add PF @ 12% on (Basic + VDA + BHEL Corp. Addl. Amount)
6. Add ESI @ 3.25%
7. Add Bonus @ 8.33% on (Basic + VDA + BHEL Corp. Addl. Amount or Rs. 7000/- whichever is higher)
8. P.F Admn. Charges @ 1.00%

DAILY WAGES

Safai Karmachari - Rs. 747.82 (per Manday)

TENDERER

ISSUING OFFICER

LIST OF UNIFORM AND SAFETY MATERIAL TO BE ISSUED FOR THE LABOURERS ENGAGED FOR CONTRACT PERIOD.

Sl. No.	Description of Item	Quantity
1	Supply, Stitching and issue of 2 sets of Uniform (Terricot) of approved quality and colour for Gents (2 Pants + 2 Shirts for each worker)	Two Pairs for each per year (Total: 28 Sets)
2	Supply, Stitching and issue of 2 Saris, 2 Blouses & 2 petticoats of approved quality and colour for Ladies (2 Saris, 2 Blouses & 2 petticoats for each worker)	Two Pairs for each per year (Total: 14 Sets)
3	Polyester overcoat 'ERUL' grey color (As per required size/ body measurement of contract employees)	Two Nos for each per year (Total: 42 Nos)
4	Gum boots with ISI mark - Full acid / alkali proof non-gloss with lining inside	One Pair for each per year (Total: 42 Pairs)
5	PVC Hand Gloves acid / alkali proof heavy duty cotton lining inside - 16 " long	Four Pairs for each per year (Total: 168 Pairs)
6	Nose Mask - Dust Free Respirator	02 Nos for each person every month (Total: 1008 Nos)
7	Caps - Canvas Make of Approved Brand	Two Nos for each person every year (Total: 42 Nos)
8	Supply and issue of Lifebuoy Soap (125gms each) to the contract workers	One Nos for each person every month (Total: 504 Nos)
9	Safety shoes for male contract workers (of Liberty /Acme /Black Steel / Karam brand) with 2 sets of socks	One Pair for each every Two years (Total: 14 Pairs)
10	Slip-on shoes of approved brand for female contract workers with 2 sets of socks	One Pair for each every Two years (Total: 07 Pairs)

Note:

- i) The brand and specification should be approved by the Engineer-in-charge.
- ii) All Uniform and safety materials for the labourers engaged should be supplied as per list enclosed.
- iii) The rate quoted shall be inclusive of supply of Uniform & safety materials also. No separate payment will be given for this.

TENDERER

ISSUING OFFICER

6. TERMS OF PAYMENT

Payment will be made to the contractor within a month after submission of bills and duly certified by BHEL Engineer-In-charge. This is subject to fulfilling relevant statutory compliances such as Wages, ESI /PF contributions etc. as applicable under Contractor's statutory liability in this contract.

7. SPECIAL INSTRUCTIONS

- 7.1 The management of BHEL shall have the right to withhold payment of or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payment necessitated due to the infringement of any statutory obligations by the contractor.
- 7.2 The contractor shall not transfer or submit the work to any one without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.
- 7.3 The contractor or his authorized agent approved by BHEL shall be in attendance in BHEL premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.
- 7.4 Whenever under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand or such amount may also be deducted from any sum due or from any sum which at any time thereafter becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other work.
- 7.5 If the management of BHEL engages workers complete any part or whole of the work as per this contract for any period due to failure of the contract or to engage adequate number of workers. He has to reimburse to the management of BHEL, the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the rate of as per MINIMUM WAGES OF BHEL for purpose of recovery from the contractor.
- 7.6 All items of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the contractor or his agent approved by the company each day on completion of work.
- 7.7 If any controversy regarding performance of any item of work is there it has to be settled before signing on the register by parties on the same day. No objection will be entertained after the contractor/his supervisor has signed in the register.
- 7.8 Without prejudice to any rights or remedies under this agreement if the contractor dies, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards to enlistment of the work for the balance contract period after the death of the contractor.

TENDERER

ISSUING OFFICER

- 7.9 **The contractor shall disburse the wages through Bank Account of Contract labours and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday/Holiday, payment shall be made on previous day.**
- 7.10 The rates of wages should be quoted inclusive of ESI & PF. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above and the details of amounts remitted towards their PF & ESI for each month to be enclosed.
- 7.11 The contractor shall apply & obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the principal Employer.
- 7.12 The contractor shall comply with the provisions of the payment of Wages Act 1936, minimum wages Act 1948, Workmen's Compensation Act 1923 and other statutory law relating thereto and made thereunder from time to time.
- 7.13 The contractor shall comply with the provisions of the Workmen's Compensation Act 1923, Payment of Wages Act 1936, Factories Act, Minimum wages Act 1948, Employment of Children Act 1938, Employer's Liability Act, 1938, Industrial Disputes Act 1947 & other Acts Central or States that may be applicable to him. He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, his workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.
- 7.14 The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the Employees Provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions / contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract labourers engaged by him.
- 7.15 Regarding Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees' contributions and his own contribution thereon) to the ESI Corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL.
- 7.16 As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed thereunder, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner through H.R. department, EDN BHEL and produce the Photostat copy of the challan receipt of monthly remittance of the contractor will be released only on production of 'NO DUE CERTIFICATE' from the Regional Provident Fund Commissioner. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as Principal Employer.

- 7.17 The BHEL General Conditions of Contract shall also apply to this work except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL EDN and acquaint himself with provisions thereof to the satisfaction.
- 7.18 This arrangement is purely on temporary license basis & it is subject to the extension/renewal slowly at the option & discretion of the management of BHEL.
- 7.19 The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the contractor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.
- 7.20 The contractor shall follow such Act, rules & regulations of the State/Central Govt that are in force & that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statues in force by the contractor.
- 7.21 The contractor shall take, at his own cost the necessary license in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.
- 7.22 **Statutory Deduction such as TDS towards Income Tax and GST TDS** will be made as per Rules from the bills payable to contractor.
- 7.23 **Signature of the Parties**
Contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 200/- (or as per current rate of stamp duty applicable on the day of agreement) to be purchased by the contractor. It should be signed with seal of the firm/company and witnessed.
- 7.24 **The Job contractor shall maintain following Registers under Contract Labour (Regulation and Abolition) (Central) Rules, 1970 or amendments thereof / other Acts applicable.**
- i) Muster Roll – Form No. (XVI)
 - ii) Register of Workmen Employed by Contractor – Form No. (XIII)
 - iii) Wage Register – Form No. (XVII)
 - iv) Register of Over Time – Form No. (XXIII)
 - v) Register of Fines – Form No. (XXI)
 - vi) Register of Advance – Form No. (XXII)
 - vii) Register of Wages cum Muster Roll – Form No. (XVIII)
 - viii) Wage Slips – Form No. (XIX)
 - ix) Employment Cards – Form No. (XIV)
 - x) Register of Deduction for Damage of Loss – Form No. (XX)
 - xi) Service Certificate – Form No. (XV)
 - xii) Registers under Equal Remuneration Act
 - xiii) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
 - xiv) Bonus Register – Form C under payment of Bonus Rules 1975
 - xv) Accident Register
 - xvi) ESI/PF challans, records, Registers and returns under ESI/PF Acts.
 - xvii) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him

8.0 ARBITRATION & CONCILIATION

8.1: Conciliation

8.1.1 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 8.1.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.
- 8.1.3 The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

8.2: Arbitration

With a Sole Arbitrator:

8.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the '**Notice**'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

- 8.2.2 The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.
- 8.2.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
- 8.2.4 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is issued.
- 8.2.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

8.3: IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

- 8.3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”
- 8.3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

BHARAT HEAVY ELECTRICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD, BANGALORE-560 026

GENERAL CONDITIONS OF CONTRACT

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 2019 which has been read and accepted by me/us.

TENDERER

ISSUING OFFICER

SAFETY CODE

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

1. Before commencing the work, contractor submit a “SAFETY PLAN” to the authorised BHEL Official. The ‘SAFETY PLAN’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials:
 - (i) Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978
 - (iv) Eye and Face protection devices conforming to IS – 8520: 1977 and IS-8940: 1978
 - (v) Hand and body protection devices conforming to:
 - IS-2573: 1975
 - IS-6994: 1973
 - IS-8807: 1978
 - IS-8519: 1977

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

All electrical equipment’s, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the “Code for fire Safety at Construction Sites” issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred “Code of Fire Safety at the Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

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

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

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

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

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

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

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

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

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

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 Regulation
- Setting objectives and targets to eliminate/control/minimise 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 proactive 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.

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-1I)..... dtd Category: (Micro/Small). (Copy enclosed).

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

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 Industry vide its notification No.S.O.1722 (E) dated October 5,2006:

Rs.Lacs.

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 ar as may be notified under the MSMED Act, 2006:

Rs.Lacs.

The above investment of Rs. Lacs in within the permissible limit of Rs..... Lacs forMicro / Small /Medium (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/yy) 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

TENDERER

ISSUING OFFICER

ANNEXURE –II**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: _____

Address: _____

Permanent account Number
(PAN): _____

City: _____

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

1. Bank Name:

2. Bank Address:

3. Bank Telephone No:

4. Bank Account no:

5. Account Type: Saving/Cash Credit

6. 9 Digit Code Number of Bank and branch
Appearing on MICR cheque issued by Bank

7. Bank Swift Code (applicable for EFT only)

8. Bank IFSC Code(applicable for RTGS)

9. Bank IFSC Code (applicable for NEFT)

TENDERER

ISSUING OFFICER

I hereby 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:

Telephone No. with STD

Code

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 form alongwith a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road, BANGALORE -560026

TENDERER

ISSUING OFFICER

ANNEXURE - III

DECLARATION OF ACCEPTANCE TO TERMS & CONDITIONS

1. I / we have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same.
2. As a registered contractor, I / we have understood clearly of our sole responsibility to faithfully comply with all the, requirements, Labour Laws including the Factories Act/, Minimum Wages Act/Guidelines/notification related to Safai Karmachari Act (as applicable), Contract Labour (Regulation & Abolition) Act/, Workmen Compensation Act/, ESI Act/, PF Act/, Payment of Bonus Act/, Sales tax and Taxation Acts and others as applicable from time to time and M/s. BHEL-EDN or its officers shall not in any way be held responsible for any failure or violation on our part.
3. I / we have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me/us under the contract promptly in due time and rated irrespective of whether M/s. BHEL-EDN has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than the minimum wages prescribed and in force at the relevant period.
4. I / we agree to maintain all types of registers applicable under the prevailing labour laws and produce them for verification as and when called by the officers of BHEL-EDN/Inspecting authorities.

SIGNATURE OF THE TENDERER

Date:

Name:

Place:

Address:

TENDERER

ISSUING OFFICER

ANNEXURE -IV

SOLVENCY CERTIFICATE

[To be issued by consortium Banks as mentioned below not later than 12 months]

Ref:

Date:

This is to certify that M/s. _____ having their
Registered Office at _____ is
solvent to the extent of Rs. _____ [Amount in Words _____]
as disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____ for
a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of
the Bank or any of its officers.

For Bank _____

Name of Signatory

TENDERER

ISSUING OFFICER

List of Consortium Banks

S.N	Nationalised Banks	S.N	Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hong Kong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

TENDERER

ISSUING OFFICER

PART-II

PRICE BID

(To be submitted in a separate sealed cover)

NAME OF WORK: JOB CONTRACT FOR MAINTENANCE OF RESTROOMS (TOILETS) INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS INSIDE BHEL-EDN FACTORY.

TENDER ENQUIRY NO. BHE/315/20/2784/11, Date: 30-09-2020

No. of Pages: 02 Nos

TENDERER

ISSUING OFFICER

PRICE SCHEDULE

NAME OF WORK: JOB CONTRACT FOR MAINTENANCE OF RESTROOMS (TOILETS) INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS INSIDE BHEL-EDN FACTORY

Item No.	Description	Qty [A]	Unit	Rate (in figures & words) Rs. Ps. [B]		Amount Rs. Ps. [A] X [B]	
1.	<p>i) Maintenance of Restrooms (Gents Toilets): Cleaning of Sanitary Fittings and Fixtures - IWC/ EWCs, Urinals, Wash basins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. along with cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials.</p> <p>ii) Cleaning of Manholes, Drainage Chambers and Sanitary Line Ducts with mechanised cleaning equipments or cleaning materials and dumping the waste in waste yard inside Factory premises.</p> <p>iii) Maintenance of Restrooms (Ladies Toilets): Cleaning of Sanitary Fittings and Fixtures - IWC/ EWCs, Urinals, Washbasins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. along with cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials.</p> <p>iv) Maintenance of duty roster, Daily job assignment, location of required cleaning consumables to Safai Karmacharis (twice daily) and Supervision of cleaning of Restrooms (Toilets) and Disposal of waste at identified locations. (All cleaning consumables and equipments will be arranged by BHEL).</p>	186620	Nos				
Total Amount in Figures :							
Total Amount in Words:							
.....							
.....							
Note: Rate should be quoted excluding GST.							
Indicate applicable GST Rate in Percentage (%)							

TENDERER

ISSUING OFFICER



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

CONTENTS

Chapter-1

1. General Instructions to Tenderers

1.1. Dispatch Instructions

1.2. Submission of Tenders

1.3. Language

1.4. Price Discrepancy

1.5. Evaluation of Bids

1.6. Data to be enclosed

1.7. Authorisation and Attestation

1.8. Earnest Money Deposit

1.9. Security Deposit

1.10. Return of Security Deposit

1.11. Bank Guarantee

1.12. Validity of offer

1.13. Execution of Contract Agreement

1.14. Rejection of Tender and other Conditions

1.15 BHEL Fraud Prevention Policy

2. Chapter-2

2.1. Definitions

2.2. Law Governing Contract and Court Jurisdiction

2.3. Issue of Notice

2.4. Use of land

2.5. Commencement of Work

2.6. Measurement of Work and Mode of Payment

2.7. Rights of BHEL

2.8. Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc

2.9. Progress Monitoring, Monthly Review and Performance Evaluation

2.10. Time of Completion

2.11. Extension of Time for Completion

2.12. Over Run Compensation

2.13. Quantity Variation

2.14. Extra Works

2.15. Supplementary Items

2.16. Strikes & Lockout

2.17. Force Majeure

2.18. Arbitration and Reconciliation

2.19. Payments

2.20. Performance Guarantee for Workmanship

2.21. Closing of Contracts

2.22. Reverse Auction

2.23. Suspension of Business Dealings

2.24. Other Issues

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 may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (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