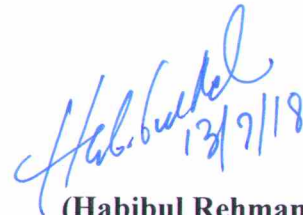


BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE ADMINISTRATION

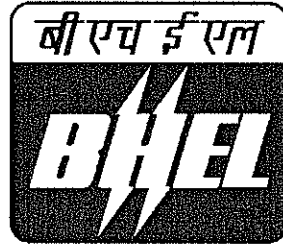
NIT No: AA: GAX:18: PA:001 Dated 13.07.2018

Sealed tenders are invited in Single part bid for PAINTING WORK OF ATRIUM CEILING AT BHEL HOUSE, SIRI FORT, NEW DELHI. This is a limited tender enquiry & is being issued to selected bidders only.



(Habibul Rehman)
Sr. Manager/HR-GAX
On behalf of "BHEL"

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE ADMINISTRATION
BHEL HOUSE, SIRI FORT, NEW DELHI - 110049
Tel:011-66337436



TENDER DOCUMENT

FOR

**PAINTING WORK OF ATRIUM CEILING AT BHEL HOUSE, SIRI
FORT, NEW DELHI**

NIT No: AA: GAX:18: PA:001 Dated 13.07.2018

CONTENTS

- 1- Notice Inviting Tender
- 2- VOLUME-I - General Conditions of Contract (GCC)
- 3- VOLUME-II - Special Conditions of Contract (SCC)
- 4- PRICE BID

Prepared by: *Mahant*
13/07/18

Habibullah
13/07/18
Approved by:

LAST DATE FOR SUBMISSION: 20.07.2018 UP TO 14:30 Hrs.

(Signature & seal of the contractor)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

Corporate Administration: BHEL House, Siri Fort,

New Delhi-110049 Tel: 011-66337436

NOTICE INVITING TENDER

NIT No: AA: GAX:18: PA:001 Dated 13.07.2018

Sealed tenders are invited for Limited tender enquiry for the below mentioned work. Tender is invited in Single part bid system. Complete offer is required to be placed inside a single envelope/cover & submitted on or before the specified date and time (mentioned below) at the address specified in the tender document. NIT No. and its due date to be clearly mentioned on the envelope containing offer.

Sl. No.	Name of work	Estimated Value (In Rs.)	Earnest Money deposit (EMD) in Rs	Completion period	Tender cost in Rs.	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	PAINTING WORK OF ATRIUM CEILING AT BHEL HOUSE, SIRI FORT, NEW DELHI.	6,89,991/- (Excluding GST)	16300/-	20 Days	NIL	20.07.2018 Up to 14:30 Hrs.	20.07.2018 at 1500 Hrs.	Tender Box at GF Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents
- Tender documents can be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>) All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tenders are liable for rejection.
- The amount of EMD may be deposited only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, and must be submitted in the same envelope containing complete tender documents. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD or submitted in any forms other than mentioned above will be summarily rejected.
- BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For penalty for delay refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337436 or at e-mail: habib@bhel.in.

(Habibul Rehman)
Sr. Manager/HR-GAX

(Signature & seal of the contractor)

**PAINING WORK OF ATRIUM CEILING AT BHEL HOUSE, SIRI
FORT, NEW DELHI**

VOLUME-I

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

Corporate Administration

BHARAT HEAVY ELECTRICALS LTD.

AGVC, Siri Fort, New Delhi-110 049

(Signature & seal of the contractor)

NIT NO. AA: GAX:18: PA:001



CHAPTER -1

1 GENERAL INSTRUCTION TO TENDERERS

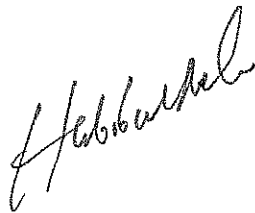
i. DESPATCH INSTRUCTION

- ii. 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
- iii. 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 of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iv. Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with its bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

v. SUBMISSION OF TENDERS

- a) The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- b) Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. 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.

(Signature & seal of the contractor)



- c) 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.
- d) The Tenderers are required to quote for the complete scope of work as mentioned in tender enquiry and BOQ. Tenders for part of the work or incomplete work in any respect are liable to be rejected. Tenderers shall ensure that rates for all the items have been quoted by them in their bids.
- e) 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.

vi. LANGUAGE

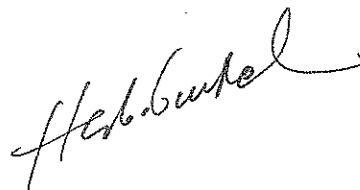
- a) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. 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.

vii. PRICE DISCREPANCY

1.4.1 In the case of differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- a) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.
- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
- c) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- d) 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.
- e) 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)'.

(Signature & seal of the contractor)



- f) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'v' above.

viii. QUALIFICATION OF TENDERERS

- a) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- b) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

ix. EVALUATION OF BIDS

- a) Evaluation of the Tenderers will be done on overall quote basis for the complete work and entire job will be awarded to the successful tenderer.
- b) Work order will be placed on lowest bidder for the complete scope of work.

x. DATA TO BE ENCLOSED

- 1 Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

2 INCOME TAX PERMANENT ACCOUNT NUMBER

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.

3 ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

- 4 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor

5 IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address and place & nature of business.

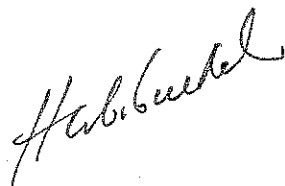
6 IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.

7 IN CASE OF COMPANIES:

- i. 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).
- ii. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

(Signature & seal of the contractor)



8 AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/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.

9 EARNEST MONEY DEPOSIT

9.1 EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.

9.2 **Modes of deposit:**

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL payable at New Delhi (along with offer).

In case total EMD amount is more than INR 20 Lakh, the amount in excess of INR 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank in the prescribed format. The Bank Guarantee in such cases shall be valid for at least six months.

9.3 EMD shall be enclosed in the envelope containing the bid. In case of non-submission of EMD of prescribed amount in prescribed form BHEL reserves the right to reject the tender without giving an opportunity to the bidder for re-submission. BHEL's decision in this regard shall be final & binding on the bidders.

9.4. **Forfeiture of EMD:**

EMD by the Tenderer will be forfeited, if:

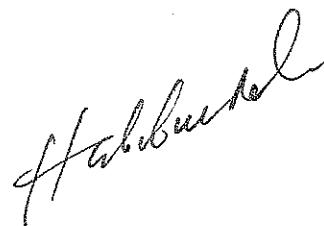
- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

9.5. EMD shall not carry any interest.

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

9.7. EMD of successful tenderer will be retained as part of Security Deposit.

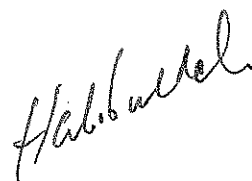


(Signature & seal of the contractor)

10 SECURITY DEPOSIT

- 10.1 The successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. 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.
- 10.2 The security Deposit should be furnished before start of the work by the contractor.
- 10.3 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) 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).
 - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- 10.4 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).
- 10.5 The Security Deposit shall not carry any interest.
- 10.6 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
- 10.6.1 The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- 10.6.2 There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- 10.6.3 In case of reduction, the reduced Contract value shall be certified by BHEL Project Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security**

(Signature & seal of the contractor)



Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.

10.7 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till completion of Guarantee / Warranty period which necessarily required certification of BHEL.

10.8 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.

11 RETURN OF SECURITY DEPOSIT

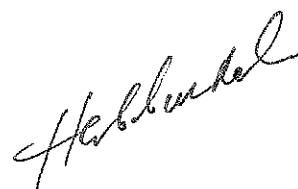
The security deposit will be released only after completion of Guarantee/ Warranty period as mentioned in the contract after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

12 BANK GUARANTEE

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

- a) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- b) The Bank Guarantees shall be as per prescribed formats.
- c) 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 Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- d) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- e) 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.
- f) 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.
- g) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

(Signature & seal of the contractor)



13 VALIDITY OF OFFER

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

14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. 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 a reasonable time after the acceptance of the Letter of Intent/Award. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer.

15 REJECTION OF TENDER AND OTHER CONDITIONS

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: -

To reject any or all of the tenders.

To split up the work amongst two or more tenderers as per NIT.

To award the work in part if specified in NIT.

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.

- a) 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.
- b) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL/ any PSU/ Government Department / Financial Institutions / Court, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or any PSU/ Government Department /Financial Institutions /Court or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. The decision of BHEL will be final in this regard.
- c) 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.
- d) 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, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- e) 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.
- f) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

(Signature & seal of the contractor)



- g) 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 of the fact as per specified format, 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.
- h) 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 Project Manager. The tenderer is solely responsible to BHEL for the work awarded to him.
- i) The Tender submitted by the tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However late tenders shall be returned to the bidders.
- j) 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 before opening of tender; becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- k) 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.

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 (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices 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 Administrative charge of the respective BHEL Unit/Office.
- iii) "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv) "PROJECT MANAGER" 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 Engineers at Site or at the Headquarters of the respective BHEL Unit/Office.
- v) "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.



(Signature & seal of the contractor)

- vi) "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.
- vii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, 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/Award/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.
- viii) "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.
- ix) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, 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.
- x) "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/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.
- xi) "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 Project Manager, being of required standard and conforming to the specifications of the Contract.
- xii) "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiii) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.
- xiv) "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.
- xv) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvi) "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 equipments to the entire satisfaction of BHEL.
- xvii) "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

(Signature & seal of the contractor)



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.

- xviii) "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.
- xix) "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xx) '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.
- xxi) "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.
- xxii) "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.
- xxiii) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxiv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxv) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxvi) "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
- xxvii) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
- xxviii) "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxix) "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

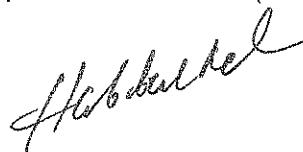
The contract shall be governed by the Law for the time being in force in the Republic of India. The Court having original Civil Jurisdiction at Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

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 to** or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the

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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/Region under the terms of the Contract shall be served by sending the same by post to 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 under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA 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.

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

2.5.4 **The bidder has to mobilize all resources and commence the work with-in 2 days from the date of award of work / LOI or handing over of vacant site whichever is later with due expedition without delay.** The responsibility of contractor under this Contract commences from the date of issue of the Letter of Intent. The contractor shall submit a detailed implementation/execution schedule using MS Project/ Prima Vera software in hard & soft copy, within 2 days from the date of award of work considering the overall project completion schedule for approval of BHEL. On non-submission of detailed execution schedule the contractor may not be allowed to start the work and delay to this account shall be attributable to the contractor only. This schedule shall be approved by BHEL and the same will form the basis for monitoring the progress of work.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.6.2 The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be actual execution of work based on relevant documents and drawings approved 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 eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities

(Signature & seal of the contractor)



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 bill 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 shall be effected in full from the bill 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 bill 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** Bill shall be prepared in the bill format prescribed for the purpose based on the certificate issued by BHEL's Project Manager 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 Bill shall be prepared and paid within a reasonable time after completion of work.
- 2.6.12** The contractor shall give notice/ reasonable time in writing to BHEL or its authorized representative for measurement.

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 or in case BHEL decides to advance the date of completion due to other emergent reasons.
- 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 one week by BHEL, in the event of: -

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- 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 fulfilment of any contractual obligations
- 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 on the differential cost at 15% over and above the Liquidated damages/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, or 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 has to abandon the project due to any order of any Statutory Authority.

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 monies BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 15%, on all such payments along with interest as defined elsewhere in the GCC.

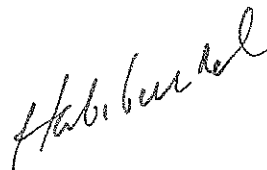
2.7.6 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

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 demobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. 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 on its own or contractor's request at its discretion may consider to short close the contract in following cases:

- a) The balance works are minor vis a vis the scope of work envisaged as per the contract.
- b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months

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- c) The balance works cannot be done within a reasonable period of time for reasons not attributable to the contractor.
- d) Work does not start within six months of LOI/ LOA date.

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.

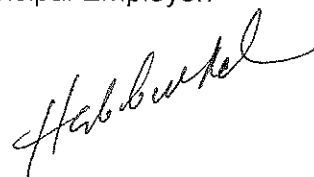
2.7.9 PENALTY FOR DELAY

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Penalty / Liquidated Damage (LD) at the rate of 1% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. The LD shall be applicable on contractual value or executed value of works whichever is more. Further in case of LD recovery, the applicable GST shall also be recoverable.

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** As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2** 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.
- 2.8.3** The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
- 2.8.4** The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer.

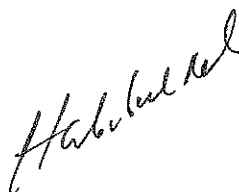


(Signature & seal of the contractor)

- 2.8.5** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6** While BHEL would pay the inspection fees and Registration fees of statutory authority, 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.
- 2.8.7** 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.
- 2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9** The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 2.8.10** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11** All the properties/equipment/components of BHEL loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL.
- 2.8.12** The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/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. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Project Manager will be recovered from the contractor
- 2.8.13** 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.
- 2.8.14** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.15** All safety rules and codes applied by the 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 Project Manager 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.

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Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.

2.8.16 The contractor will be directly responsible for payment of wages to his workmen. 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 whenever as asked by BHEL.

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

2.8.17 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 Project Manager.

2.8.18 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.

2.8.19 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 whichever is earlier.

2.8.20 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, except 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 delay on this account shall solely be attributable to the contractor.

2.8.21 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 Project Manager. 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 Project Manager and the expenses recovered from the contractor.

2.8.22 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 Project Manager.

2.8.23 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.

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

(Signature & seal of the contractor)



- 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 (Clause No. 2.5.4 of GCC may be referred). The above programme shall be supported by daily deployment of resources viz Manpower, T&P, Consumables, etc. **The detailed plan/ program for completion of the contractual scope of work shall require to be furnished by the contractor within 2 days from the date of LOA/LOI/ Handing over of vacant site whichever is later for approval of BHEL.** Progress will be reviewed periodically daily vis - a - vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.
- 2.9.2** Daily 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 week. Release of Bill 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 progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL. For recording all sort of hindrances in project execution, a **hindrance register** should be maintained at site and to be jointly signed by BHEL as well as contractor whenever such recording is done.
- 2.9.4** Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Annual/Overall Performance Evaluation' of the Contractor and also for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works

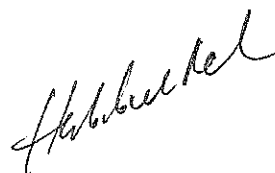
2.10 TIME OF COMPLETION

- 2.10.1** The work completion period will be **20 days** from the date of placement of order. Entire work has to be completed within the contract period.
- 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 progress 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.

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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 daily 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 and will not stop the work. Any delay due to stoppage of work shall be attributable to the contractor.

2.11.6 At the end of total work completion as certified by BHEL Project Manager, 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 QUANTITY VARIATION

2.12.1 The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value.

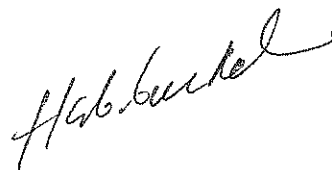
2.12.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:

- i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.
- ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation.

2.13 PRICE VARIATION COMPENSATION & OVER RUN COMPENSATION

The price quoted shall remain firm during the contract period including any extension of the original contract period and no price variation compensation shall be paid by BHEL, for whatsoever reason. Early completion of work is acceptable by BHEL. However, no reward / bonus shall be admissible.

While every endeavor shall be made by the BHEL, it cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation/extra payment / overrun compensation on this account.



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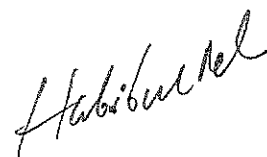
2.14 INSURANCE

- 2.14.1** It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.14.2** If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.14.3** The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

2.15 FORCE MAJEURE

- 2.15.1** "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 2.15.2** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 7 (Seven) days after the occurrence of such event.
- 2.15.3** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.15.4** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- Constitute a default or breach of the Contract.
 - Give rise to any claim for damages or additional cost or expense occasioned thereby, if and
- to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

(Signature & seal of the contractor)



2.16 ARBITRATION

2.16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sale arbitration of an arbitrator appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be New Delhi.

2.16.2 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 by either Party for arbitration to the sole arbitrator 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. The cost of arbitration shall be borne equally by the Parties.

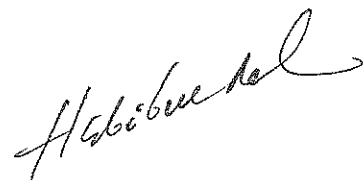
2.16.3 Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

2.17 PAYMENTS

100% payment shall be made within 15 days after successful completion of work in all respect, certified by BHEL's Engineer in charge and submission of bill complete in all respects with all required documents enclosed as per contract.

The processing of bill shall also require signing of measurement books by the contractor when called for to do so. In the event of delay in signing of MB by the contractor the processing of bill may get delayed, BHEL shall not be responsible for any delay in release of payment on account of this.

The date of submission of bill complete in all respect shall be reckoned from the date of submission of the last required document/ clarifications pertaining to the bill by the contractor. No interest shall be payable on any amount due to the contractor including EMD & SD. BHEL shall settle the bill after deducting all liabilities of Contractor to BHEL.



(Signature & seal of the contractor)

2.17.1 Bill

- i) Payments shall be made according to the extent of work done as per measurements taken up and in line with the terms of payments described in the Tender documents
- ii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract.
- iii) 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 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.
- iv) In order to facilitate part payment, Project Manager at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work
- v) Following documents are required to be submitted by the contractor for payments:

(i) Invoice – original+3 copies ii) Bill signed by Contractor. Original + 3 copies iii) GST paid challan: 4 Copies iv) ESI/ EPF/ Proof of Wages Paid (as applicable): 4 Copies v) Bank Guarantee (for Security Deposit), if opted by contractor: Original + 3 Copies, along with Measurement Book (MB) jointly signed by BHEL Engineer and Contractor.

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, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc.
- iii) Indemnity bond as per prescribed format

2.18 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.18.1 Even though the work will be carried out under the supervision of Project Manager, the Contractor will be responsible for the quality of the workmanship. The defect liability period for the work executed shall be One (1) year. In others words, the work carried out in the contract shall be guaranteed / warranted against any inferior quality/ workmanship for a period of One (1) year from the actual date of completion of the contract. The full Security Deposit (SD) amount shall be retained for the guarantee / warranty period and it shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge during guarantee / warranty period. During the guarantee / warranty period, if the complaint is reported in the work carried out, the contractor shall deploy his resources in the time frame given by the department.

2.18.2 BHEL shall release the guarantee money subject to the following

- i) Guarantee period as per contract has expired
- ii) Contractor has furnished 'No Claim Certificate' in specified format
- iii) BHEL Project Manager has furnished the 'No Demand Certificate' in specified format
- iv) 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.

(Signature & seal of the contractor)



2.19 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of 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.

2.20 STRIKES & LOCKOUT

2.20.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bill.

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

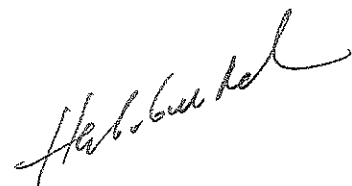
2.21 OTHER ISSUES

2.21.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.21.2 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.

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

(Signature & seal of the contractor)



**PAINTING WORK OF ATRIUM CEILING AT BHEL HOUSE, SIRI
FORT, NEW DELHI**

VOLUME-II

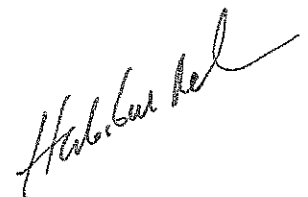
**SPECIAL CONDITIONS OF CONTRACT
(SCC)**

Corporate Administration

BHARAT HEAVY ELECTRICALS LTD.

AGVC, Siri Fort, New Delhi-110 049

(Signature & seal of the contractor)



A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office before due date of tender opening.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Tender must be submitted in One-part bid, i.e. complete offer along with EMD in prescribed format to be submitted in a single sealed envelope prominently super scribed with name of work, NIT No. & due date of bid opening written on the envelope.
6. Bid without requisite Earnest Money (EMD) will be summarily rejected.
7. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
8. On the date of opening of tender, tenders shall be opened.
9. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
10. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
11. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
12. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final. Any queries regarding this tender may be clarified from Sr. Manger/ (HR-GAX), on Telephone No.-011-66337436 or at e-mail: habib@bhel.in.
13. The tenderers or their representative may attend the opening of bids, if they so desire. The tenders shall be opened on schedule date & time even if the bidders or their representative are not present.

(Signature & seal of the contractor)



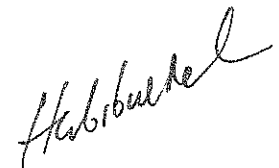
B. DOCUMENTS REQUIRED:

- a) **Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.**
- b) Self-attested copies of the **PAN No. & GSTIN Registration No.**
- c) The Bidder must submit a declaration (enclosed at **Annexure –E1**), that no case is pending with the police / court against the proprietor/ firm / partner or the company (Agency) and the bidder has not been suspended / blacklisted by any organization.
- d) No deviation certificate as per **Annexure –E2** (enclosed) must be signed and stamped.
- e) Bidder must submit the bidder's details in the enclosed format (**Annexure-E3**).
- f) Bidders must submit a Declaration of GST Benefits (enclosed at **Annexure – E4**).
- g) Bidder must submit the check list (enclosed at **Annexure-E5**) after duly filled and signed.
- h) Bidder must submit the price bid (enclosed at **Annexure-E6**) duly filled & signed.

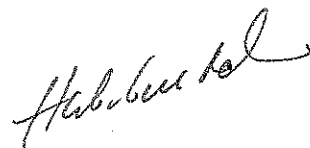
C. CONDITIONS OF CONTRACT:

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site **www.bhel.in**.
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 7) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.

(Signature & seal of the contractor)



- 8) Estimated rates have been disclosed in the tender documents and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote a single overall percentage (%), (+) above, (-) below or at par with the tender rates at **S. No. 04** of Price Bid format. The same quoted percentage will be applied on every item of the BOQ.
- 9) The rates/amount/percentage quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. GST shall be quoted extra in the same price bid format.
- 10) **VALIDITY OF RATES:** Validity of rates will be 3 months from the date of opening of the bid (including extension, if any).
- 11) **EVALUATION CRITERIA:** The criteria of evaluation of bids shall be on the basis of documents submitted by the tenderers. The decision of BHEL will be final in this regard. Evaluation of bid will be on total cost to 'BHEL' on overall L-1 rate inclusive all including GST. In case of tie between the rates of two or more bidders, the Snap bidding system will be followed to arrive at the L-1 bidder.
- 12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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 shall be corrected.
 - 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.
 - 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 to (a) and (b) above.
 - If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 13) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of Rs 100/-. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for original contract period or any extension thereof and then after till completion of Guarantee / Warranty period as per contract. However, this Agreement may be terminated earlier by BHEL at any time by giving one month's notice to the Contractor due to any failure on the part of the contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.



(Signature & seal of the contractor)

- 14) **COMPLETION PERIOD:** The work completion period will be **20 days** from the date of placement of order. Entire work has to be completed within the contract period.
- 15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 16) The contractor should have **PF code number & ESI code number** before the start of work.
- 17) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 18) The contractor will be responsible for the quality of the work and it is to be guaranteed for a period of one year from the date of actual completion of contract.
- 19) Period of guarantee/ maintenance shall mean the period of one year which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 20) **WATER & ELECTRICITY:** Electricity shall be supplied to the contractor by BHEL subject to the following conditions: -
- a) Electricity shall be provided by BHEL free of cost.
 - b) Construction water required for the site shall be arranged by the contractor. Contractor should make arrangements for storage of sufficient quantity of water to meet his requirement.
 - c) Contractor shall make his/ their own arrangement of electricity connection and laying of connection from existing main of source of supply as directed by Engineer in charge.
 - d) BHEL do not guarantee to maintain uninterrupted supply of electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
 - e) In case of power cuts/ load shedding, no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 21) **STORES AND MATERIALS ON SITE:**
- a) The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.

(Signature & seal of the contractor)



- b) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
- c) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.
- d) The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- e) Contractor will remove the temporary stores/ structure before claiming the bill.

22) **PAYMENT TERMS:**

- a) No advance payment or the payment for mobilization of work will be made to the contractor.
- b) 100% payment shall be made within 15 days after successful completion of work in all respect, certified by BHEL's Engineer in charge and submission of bill complete in all respects with all required documents enclosed as per contract.
- c) The processing of bill shall also require signing of measurement books by the contractor when called for to do so. In the event of delay in signing of MB by the contractor the processing of bill may get delayed, BHEL shall not be responsible for any delay in release of payment on account of this.
- d) The date of submission of bill complete in all respect shall be reckoned from the date of submission of the last required document/ clarifications pertaining to the bill by the contractor. No interest shall be payable on any amount due to the contractor including EMD & SD. BHEL shall settle the bill after deducting all liabilities of Contractor to BHEL.
- e) The payment of bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the bill.
- f) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- g) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- h) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made excluding GST & notional interest thereon. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- i) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- j) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.

(Signature & seal of the contractor)



- k) The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.
- l) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by him to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- m) No payment shall be made for the work done beyond scope without the written permission / instruction of Engineer-in-Charge.
- n) No interest shall be payable on any amount due to the contractor including EMD & SD.

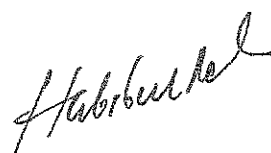
24) TAXES/DUTIES

- a) No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc. on input goods/ services/ work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc. in his price bid.
- b) In case the Government imposes any new tax/ levy on the output services / work after the date of NIT, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the contractor. However, in the event of delay in work/ services execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.
- c) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST complaint invoice affixing GSTIN of BHEL. GST shall be paid against documentary evidence.
- d) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- e) GSTIN of BHEL will be provided to the contractor along with the work order.
- f) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- g) Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

25) PENALTY FOR DELAY

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Penalty / Liquidated Damage (LD) at the rate of 1% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as

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per contract. The LD shall be applicable on contractual value or executed value of works whichever is more. Further in case of LD recovery, the applicable GST shall also be recoverable.

25.1) PRICE VARIATION COMPENSATION, BONUS & OVER RUN COMPENSATION

The price quoted shall remain firm during the contract period including any extension of the original contract period and no price variation compensation shall be paid by BHEL, for whatsoever reason. Early completion of work is acceptable by BHEL. However, no reward / bonus shall be admissible.

While every endeavor shall be made by the BHEL, it cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation/extra payment / overrun compensation on this account.

26) EARNEST MONEY DEPOSIT (EMD):

- 1) EMD of Rs. 16300/- (**Rupees Sixteen Thousand Three Hundred only**) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted along with the offer in the envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.
- 2) EMD of the tenderer will be forfeited if:
 - a) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - b) The tenderer does not commence the Work within the period as per LOI/ Contract.
- 3) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 4) EMD shall not carry any interest.

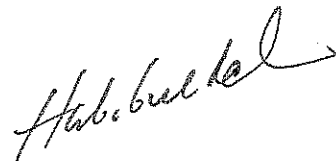
27) SECURITY DEPOSIT:

- a. The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

5% of work order value

The security deposit should be collected before start of work by the contractor.
- b. Security deposit may be furnished in any one of the following forms:
 - i. Cash (as permissible under the Income Tax Act)
 - ii. Pay order / demand draft in favour of BHEL.

(Signature & seal of the contractor)



- iii. Local cheques of schedule banks, subject to realization.
- iv. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi. Fixed deposit Receipt issued by Schedule 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.
- vii. EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
- viii. The Security Deposit shall not carry any interest.

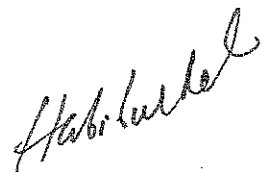
(Acceptance of Security Deposit against Sl. No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

- c. **The security deposit will be released only after completion of Guarantee/ Warranty period as mentioned in the contract.**
- d. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

28) TERMINATION OF CONTRACT ON DEATH: Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.

29) RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

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

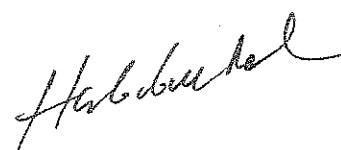
31) ARBITRATION / CONCILIATION: In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

32) RISK CLAUSE: BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

33) EXTRA WORKS/ EXTRA ITEM OF WORKS

- a. Any work which is not part of the scope of contract but essentially required to be carried out for successful accomplishment of the task envisaged under the contract shall be termed as extra work. This may be an act of simple omission and/or alteration/modification/change as ordered by Project Manager to suit to the requirement. This may or may not necessitate execution of extra item. Extra item is an item which is not provided in the Price Schedule/BOQ.
- b. The need for execution of extra item may be necessitated also because of omission of relevant item in original price schedule which is considered essential for the completion of task envisaged in the scope of work.
- c. The need for execution of extra item may be necessitated also because of substitution of an existing item in original price schedule which is considered essential for the completion of task envisaged in the scope of work due to improvement envisaged during execution or non-availability or obsolescence of the item provided in the price schedule. One item of original schedule may require to be substituted by one or more extra items.
- d. In the event of arising of situation as above, the contractor shall immediately bring it to the notice of BHEL in writing. The issue shall be examined by BHEL for its admittance as extra work/extra item of work in the back drop of tender specification & scope of work. BHEL shall inform the contractor regarding admissibility/inadmissibility of the notified extra work/extra item of work within 7 (seven) days from receipt of such notice from the contractor.

(Signature & seal of the contractor)



- e. The contractor shall proceed with the execution of such extra work/extra item of work only after written permission from the project manager. The decision of BHEL Project Manager with respect to extra work/extra item of work shall be final and binding on the contractor. The contractor shall not suspend or abandon the work for any reason whatsoever including finalization of rates of extra item and proceed with the work once written order for execution of extra work/ extra item of work is given by the Project Manager.
- f. The claim of such extra work/extra item of work shall be settled in the manner as mentioned below:
- g. If item for the identical work is already available in the price schedule of the contract, it shall be paid as per the rate awarded for the item and shall not be construed as extra item.
- h. If item is not available in the price schedule of the contract, it will be paid under the head 'extra item'. The rate of the extra items shall be determined as under:
- i. **From DSR (Delhi Schedule of Rates) item:** If the extra item is available in DSR, the rate of DSR-16 of the item shall form the basis for derivation of preliminary rate. All input taxes on material shall be taken out for deriving preliminary rate. Over and above the preliminary rate so arrived, % tender excess [plus (+) or minus (-)] shall be applied to arrive at final rate of extra item. For the calculation of tender excess, total value of all DSR items of the price schedule based on DSR -16 rate shall be calculated after due accounting of input tax credit in each DSR item's rate as above and the total value so arrived shall be compared with total value of all DSR items of Price Schedule worked out on the basis of awarded rate.
- j. **From similar DSR item with rates of material & labour component as per DSR:** If the rate of the extra item cannot be decided in the manner above, the preliminary rate shall be derived on the basis of DAR (Delhi Analysis of Rates) of similar item available in DSR by substitution of material component in the rate analysis by relevant material component for which rate(s) is/are available elsewhere in DSR-16 with deduction for all input taxes as per 34.5.2.1. Over and above the preliminary rate so arrived, % tender excess [plus (+) or minus (-)] shall be applied to arrive at final rate of extra item.
- k. **From similar DSR item with rates of material & labour component as prevalent in the market:** If the rate of the extra item cannot be decided in any of the manners above, the preliminary rate shall be decided on the basis of DAR of similar item available in DSR considering market rate of material (excluding all taxes) including transportation, packing & forwarding, insurance complete (i.e. FOR site rate) & labour rate of various categories prevalent (as notified by the state Government) at the time of start of execution of extra item. Over and above preliminary rate, employer contribution towards PF & ESI @ 16.75% on labour portion shall be added. Over the value so arrived BOCW @ 1% shall be added to arrive at the final rate of extra item.
- l. **Extra Item rate derived purely on the basis of market rates with actual consumption of material & labour:** If the rate of extra item cannot be determined in any of the manners specified above then the rate for such item of work shall be determined on the basis of actual consumption of materials, including wastages if any and actual use of labour, as detailed below. For actual consumption of material & labour a joint record shall be maintained at site.

(Signature & seal of the contractor)

- i. Cost of materials excluding all taxes actually incorporated in work including wastages & transportation if any at market rate (FOR site) prevalent at the time of start of execution of extra item.
- ii. Cost of labour actually used in the work at the prevailing rates of labour of various categories at work site (as notified by state Govt.) at the time of start of execution. If the category of labour deployed is different from the categories notified by State Government. The rate as prevalent in the market shall be applied.
- iii. 15% of the costs worked out as above at (i) and (ii), towards Contractor's establishment, water & electricity charges, tool & plants, all other incidental costs, overheads & profit to be added to derive preliminary rate.
- iv. Over & above preliminary rate employer contribution towards PF & ESI @ 16.75% on labour portion as worked out at (ii) above shall be added. On the value so arrived BOCW@ 1% shall be added to arrive at final rate of extra item.
- v. For this purpose, the Contractor shall submit to the Project Manager detailed analysis of the rate proposed by the Contractor supported by relevant vouchers along with the estimated quantity of item of work involved.

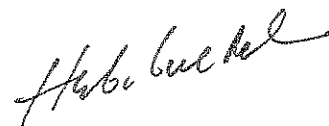
Note:

1. For the purpose of consideration of market rate of material component and prevalent rate of labour component, the time of start of execution of extra item shall be reckoned from the date of written permission to the contractor for execution of extra item
2. The contractor shall submit the detailed proposal for approval of extra item as admitted along with proposed rate determined in the manner specified above within a period of 15 days from the date of issue of letter by BHEL with regard to admissibility of extra work/ extra item of work except for items falling under sr. no. 1. For items under sr. no. 1, proposal can be submitted upon execution of the item to the extent required for fair assessment of quantities of material & labour.
3. BHEL shall independently verify the market rate of material and labour (for un- notified category by State Government). Rate of extra item shall be analyzed as per rate of material & labour so verified by BHEL. BHEL's decision in this regard shall be final & binding on the contractor.
4. The decision of BHEL Project Manager with respect to extra work/extra item of work shall be final and binding on the contractor.
5. The extra item proposal submitted by the contractor complete in all respect with all supporting documents & clarifications shall be processed within 90 days from the receipt of the same.
6. For derivation of rates of extra item, similar item's rate of price schedule shall not form the basis. Derivation of rates of extra items shall only be done in the manner specified above.

D. SPECIAL CONDITIONS RELATED TO THE WORK

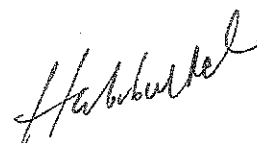
- a) The subject work shall be carried out up to the satisfaction of Engineer-in-charge.

(Signature & seal of the contractor)



- b) All the materials shall be arranged by the contractor. No materials shall be issued from BHEL.
- c) All tools and tackles required for proper completion of work shall be arranged by contractor.
- d) The Contractor shall not at any time do, cause or permit any NUISANCE on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the Site and to the public generally.
- e) Before erecting the scaffolding in the atrium area, floor / wall / installed equipments of atrium area are required to be covered completely by polythene sheets to avoid spillage of paint on floor / wall / installed equipments of atrium area. The contractor has to carry out the work so as not to damage the atrium area. If any such damage is caused, it shall be the responsibility of the contractor to make up for the losses and compensate them at no extra cost.
- f) During scaffolding work, all care shall be taken to avoid any damage to the stone flooring. If any such damage is caused, it shall be the responsibility of the contractor to make up for the losses and compensate them at no extra cost.
- g) For DSR items of BOQ, CPWD guidelines in vogue to be followed to carry out the work. For non-DSR items of BOQ, manufacturer's specifications & relevant IS codes to be followed to carry out the work. In the absence of manufacturer's specifications, best manufacturing & industry practices in vogue to be followed.
- h) After completion of the work at the site, contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- i) The Source of Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.
- j) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
- k) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- l) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- m) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- n) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

(Signature & seal of the contractor)



2.21.4 GUARANTEE / WARRANTY PERIOD: Even though the work will be carried out under the supervision of Project Manager, the Contractor will be responsible for the quality of the workmanship. The defect liability period for the work executed shall be One (1) year. In others words, the work carried out in the contract shall be guaranteed / warranted against any inferior quality/ workmanship for a period of One (1) year from the actual date of completion of the contract. The full Security Deposit (SD) amount shall be retained for the guarantee / warranty period and it shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge during guarantee / warranty period. During the guarantee / warranty period, if the complaint is reported in the work carried out, the contractor shall deploy his resources in the time frame given by the department.

E. CONTRACTOR'S OBLIGATION:

- 1) "The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <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."
- 2) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 3) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep BHEL indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of BHEL's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's

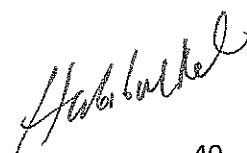
(Signature & seal of the contractor)



Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep BHEL Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.

- 10) In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 11) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI (if applicable) with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by the BHEL, if any, including costs incurred thereon. In that event BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of BHEL (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

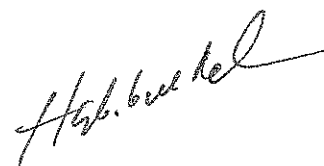
(Signature & seal of the contractor)



- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

(Habibul Rehman)
Sr. Manager/ (HR-GAX)
On behalf of "BHEL"

(Signature & seal of the contractor)



NIT No: AA: GAX:18: PA:001

DECLARATION

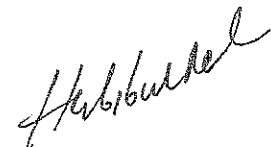
I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the contractor)

Place:

Date:

(Signature & seal of the contractor)

A handwritten signature in cursive script, appearing to read 'H. B. B. B.', is written in black ink.

NIT No: AA: GAX:18: PA:001

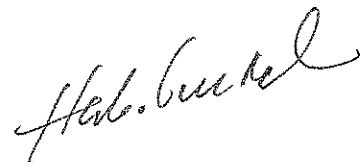
No Deviation Certificate

We hereby certify that we do not have any deviations to the tender no. **AA: GAX:18: PA:001**. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

We hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by us is conforming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

(Signature & seal of the contractor)



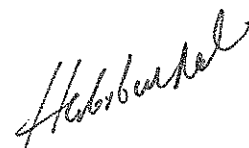
NIT No: AA: GAX:18: PA:001

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a canceled cheque for verification of above bank details.

(Signature & seal of the contractor)



(Signature & seal of the contractor)

NIT No: AA: GAX:18: PA:001

DECLARATION OF GST BENEFITS

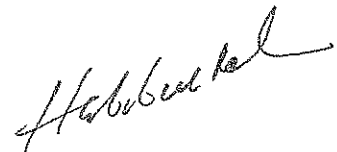
To whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Services Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the contractor)

Place:

Date:

(Signature & seal of the contractor)

A handwritten signature in black ink, appearing to read 'H. K. B. S. K.', is written in a cursive style.

NIT No: AA: GAX:18: PA:001

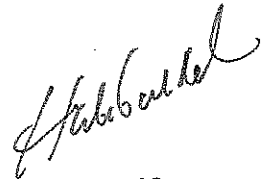
**CHECK-LIST
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 16300/- in the prescribed mode in favour of "Bharat Heavy Electricals Ltd" in the envelope along with bid.		
2	Copy of the PAN card.		
3	Copy of GSTIN No. registration certificate		
4	Copy of EPF Registration and details		
5	Copy of ESI Registration and details		
6	Declaration enclosed at Annexure – E1		
7	No deviation certificate at Annexure – E2		
8	Bidder's detail enclosed at Annexure – E3		
9	Declaration of GST Benefits as per Annexure- E4		
10	Filled price bid as per Annexure – E6		
11	All the pages of tender document have been signed		

(Signature & seal of the contractor)

(Signature & seal of the contractor)

NIT NO. AA: GAX:18: PA:001



PRICE BID

NIT No: AA: GAX:18: PA:001

NAME OF WORK: PAINTING WORK OF ATRIUM CEILING AT BHEL HOUSE, SIRI FORT, NEW DELHI

Sl. No	Description of Item	Unit	Qty	Rate	Amount
1	Providing & applying two or more coats of exterior grade weather proof emulsion paint of approved make, colour & shade over underlying one coat of primer of compatible grade on ceiling & wall. Approved make and grade of exterior paint/Primer: Apex weather proof emulsion paint from ASIAN Paints or equivalent/ Primer: Damp sheath primer from ASIAN Paint or equivalent. (scaffolding shall be paid separately)	SQM	1700	175.08	297636
2	Scaffolding: Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia. M.S. tube 1.5 m center to center, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc. wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-Charge. The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding.	SQM	2000	161.22	322440
3	Mirror polishing on Italian Marble work/Granite work/Stone work wherever required to give high gloss finish complete.	SQM	300	233.05	69915
4	Total Estimated Amount (excluding GST) in Rs.				689991

Description	Quote Percentage (%) applicable over total estimated amount mentioned at Sl. No. 4
1) If quoted % is above, then prefix "+" the value	
2) If quoted % is below, then prefix "-" the value	
3) If no change, just write "At par"	

Note:

1) Bidders are required to quote percentage (%) Above (+) / Below (-) / At par on estimated amount mentioned against Sl. No. 4.

2) GST @ 18% shall be applicable extra.

(Signature & seal of the contractor)

(Signature & seal of the contractor)

NIT NO. AA: GAX:18: PA:001



