Tender Document

Tender Specification No: BAP:CT:OT:02/2019-20 Dt: 07/05/2019

Name of Work:

Operation and maintenance of 1MLD Sewage Treatment Plant in Factory & Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B)

Period of Contract:

TWO YEARS

Part – I – Technical Bid

(Pages 1 – 113 including this cover page – Technical bid only)

PREPARED BY **CHECKED BY**

APPROVED BY

CIVIL TOWNSHIP DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

CIVIL TOWNSHIP

BAP:CTS:CONTRACTS: Dt: 07/05/2019

To

The Tenderer

Dear Sirs,

Sub: Operation and maintenance of 1MLD Sewage Treatment Plant in Factory &Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B)

Ref: 1. Tender Notice No. **BAP:CT:OT:02/2019-20 Dt: 07/05/2019**

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Please find enclosed / attached non-transferable tender document containing I) Qualification bid consisting of Preamble, Specifications, General Conditions & Special Conditions of Contract, Norms for Qualification to Tender etc ii) Price bid consisting of Bill of Quantities to offer your most competitive rates for all the items of Bill of Quantities.

Tender for the work should be submitted in a sealed cover consisting of three inner sealed covers viz. I) EMD cover ii) Qualification bid cover & iii) Price bid cover, all super scribing the name of work, tender schedule number etc.

01.EMD cover shall contain requisite EMD in the form of DD. Tenderers who had already remitted **EMD cover shall contain requisite EMD in the form of DD**. EMD should furnish the details of cash receipt No._____ dt. _____, on the top of EMD cover. Tender without EMD will be summarily rejected and the qualification bid & price bid shall not be considered. **Tender documents can be downloaded from web sites**. Demand Draft towards EMD shall be drawn in favour of BHEL, Ranipet payable at Ranipet.

02. Qualification bid cover shall contain duly filled in qualification bid document signed by the tenderer in all the pages with documentary evidences for Qualification Criteria such as experience, value of work executed in the similar nature of work, etc. **Any bid without proper documentary evidence for Qualification Criteria shall not be considered for further evaluation.**

03.The Price Bid cover shall contain only price bid document duly filled in and signed by the tenderer in all the pages. **The tenderer has to quote most competitive rates for all the items in the Bill of Quantities from page No. 1 to 9 of Part – II - Price Bid only.**

The completed qualification bid and price bid along with requisite EMD of **Rs. 82,000/-** for the work in the form of Demand Draft in favour of BHEL, Ranipet shall reach the office of the undersigned on or before **19.07.2019 at 15.00 hrs.** Tenderers who had already remitted one time EMD should furnish the details of cash receipt no. _____ dt. _____, on the top of EMD cover. EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 15.00 hrs.** In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid. You / your authorized representative may participate in the tender opening. Clarification if any can be obtained contacting following

Sri.T.Ezhilinban / DGM - E-mail: ezhil@bhel.in
phone No. 04172 – 284883 / 9443344592. E-mail: ezhil@bhel.in

Contact Person: Smt.S.M.Kaviya, DM/CP&S
phone No. 04172 – 284792 / 9488052739 - E-mail: smkaviya@bhel.in

Thanking you,

Yours faithfully
For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED,

Deputy General Manager / CP&S

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CHAPTER – I

NOTICE INVITING TENDER	
1.Tender Notice No	**BAP:CT:OT:02/2019-20 Dt: 07/05/2019**
2.Name of work	Operation and maintenance of 1MLD Sewage Treatment Plant in Factory &Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B)
3.Period of contract	**TWO YEARS**
4.ESTIMATED COST of the work:	**Rs. 40,99,782 (Forty lakh Ninety Nine Thousand Seven hundred eight two only)**
5.Tender Document Cost	NIL –(can be downloaded freely from BHEL web site – http://www.bhel.com/tender/list_tender.php)
6.Earnest Money Deposit (EMD) Amount	**Rs. 82,000/-** (Rs. Eight Two Thousand only)
7.Last date & Time for receipt of the completed Tender	**19/07/2019 at 15.00 Hrs.**
8.Date of Technical bid Opening	**19/07/2019 at 15.00 Hrs.**
9.Date of Price Bid Opening	Tenderers whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid/ Reverse Auction
10.Place of submission of Tender	**Tender Box placed in** **Office of the Deputy General Manager/CP&S, Civil Township Department,** **BHEL - BAP, Ranipet - 632 406**
11.Address on the Sealed Tender Cover to be:	DEPUTY GENERAL MANAGER/CP&S CIVIL TOWNSHIP DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED RANIPET - 632 406 VELLORE DISTRICT TAMIL NADU
12.Venue of the Tender Opening	O/o of the DGM / CP&S - Civil Township Office
13.Tender Document Contains:	Totally 123 pages (Technical bid & Price bid)
14.Period of contract	**Two Years** (From the date of commencement of the work which will be reckoned from the date of the site handed over to the Contractor)

CHAPTER – II

PREAMBLE

Name of work: Operation and maintenance of 1MLD Sewage Treatment Plant in Factory & Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B)

The scope of work includes operation and maintenance activities for two Sewage Treatment Plants (STPs) of each 1 MLD capacity, one Plant located inside Factory premises and the other plant at Township premises of BHEL, Ranipet-6, Vellore District, Tamil Nadu. Both the plants are meant for treating the domestic sewage and canteen wastes. The work is to be executed on all BHEL working days including public holidays and Sundays in shifts (any two/three shifts of the day at the discretion of BHEL). The STPs are **M**embrane **B**io-**R**eactor based plants.

The scope of work also includes the following and the special conditions of the contract
Each of the existing Plant is capable of treating 1000 cum of sewage per day. Technical details of the Plant (Annexure – I) and the process layout (Drg. No.3-WT-220-00036) with characteristics of influent and effluent are enclosed.

Operation and Maintenance is to be carried out in Civil factory in two shifts & three shifts in Township of the day at the discretion of BHEL, including maintaining pumps, blowers, pneumatic valves, dosing systems etc. The tenderers may visit the STP Plants before submitting their tenders. A copy of the O&M manual will be given to the successful tenderer after placement of order for the O&M.

The Man power requirement is given in Annexure- II for operation, maintenance & treating the sewage to the norms specified by BHEL and disposes the treated water as directed by the BHEL Engineer-in-charge. The labourers engaged should be paid not less than the minimum wages prevailing time to time as per Tamil Nadu State Government norms.

Raw and treated water should be tested for PH, TSS, TDS, COD, BOD @20 º C for 5 days / 27º C for 3 days, fecal coliform, Oil & Grease, etc as per the schedule given in the Annexure -IV - shall be tested once in a month and record should be maintained and produced to BHEL for its verification. **Apart from the daily field tests, the treated water has to be tested for the above tests in a Tamil Nadu pollution control board approved laboratory once in a month.**

The contractor should maintain all monitoring records w.r.t STP operation and maintenance, Laboratory analysis, etc. List of records to be maintained is given in Annexure-V.

The Contractor should associate for collecting samples by statutory bodies like Central Pollution Control Board, Tamil Nadu Pollution Control Board and others if necessary.

The details of spares required for all pumps, blowers and all other equipments shall be given by the contractor well in advance so as to procure and keep ready to run the plant without any interruption, and the same will be issued to them on written requisition in co ordination with Engineer in charge.

Replacing of defective spares is in the scope of contractor. Records shall be maintained for the receipt and use of spares supplied by BHEL. Any major repair of equipment & replacement of spares will be decided & taken up by BHEL. All minor repairs & replacement shall be carried out by the contractor. BHEL's decision is final & binding in this regard.

During this period the contractor should take whole responsibility of Plant operation including treatment efficiency. Any deviation from the specific performance requirement of any equipment or quality of treated effluent as per norms, the contractor shall immediately take steps to rectify the deficiency without any extra cost to the Authority.

01.Time is the essence of the contract. Being a time bound work on maintenance nature; the contractor should make all efforts to complete the work in the stipulated time.

02.The tenderers are advised to visit BHEL site at Ranipet and get them selves acquainted with the site conditions before submitting the offer.

2. QUALIFICATION REQUIREMENTS (QR): Qualifying / Eligibility Criteria for Tenderer for the work of Operation and maintenance of 1MLD Sewage Treatment Plant in Factory & Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B).

The essential qualification requirements of contractors for submission of this tender shall be as under:

a) Average annual financial turnover of the Contractor during last 3 years ending on 31st March 2019, **should not be less than 30% of the estimated value of this work** and the tenderer should submit audited balance sheet and Profit & Loss Account for the last three financial years [**for Financial Year 2015 – 16, 2016 – 17 & 2017 – 18**], duly certified by charted accountant.

b) Contractors having experience of successfully completed similar works (Operation& Maintenance of Sewage Treatment Plants / Effluent treatment plants of industries / other bodies like corporations) during the last 7 years as on 31/03/2019 for Government Organizations / Government undertakings /Corporations/ Municipalities / reputed private sectors / reputed private industries etc. should be either of the following.

(i) Three similar completed works each costing not less than 40% of the estimated value of this work.

OR

(ii) Two similar completed works each costing not less than 50% of the estimated value of this work.

OR

(iii) One similar completed work each costing not less than 80% of the estimated value of this work.

a) The tenderer should have executed similar type of work in their own name shall be considered.

b) Internal orders/Transactions between your sister concern/s are not accepted.

c) The tenderers to note that possession of Provident Fund (PF) code is not a pre-condition for participation in the tender. However, the successful tenderer should ensure to get the PF code No. and the PF amount deducted from their employees are to be deposited in this PF code along with their contribution.

d) Also Contractor should have separate Registration Code No. for ESI, Sales Tax, PAN and Goods and Service Tax. Contractor shall submit copy of the above registration codes or proof of having applied for the registration codes along with the tender bid.

Tender bids not meeting any of the above pre-qualification criteria shall be rejected

3. Dissimilar / irrelevant works will not be considered for eligibility criteria.

4. The details on turnover, works experience **(Works Completion Certificates issued by customers / clients must be enclosed),** P.F, ESI registration etc., all as furnished by the tenderer shall have to be supported with documentary evidences (Xerox copies -attested). If BHEL demands at any stage, original certificates also have to be shown to BHEL authorities.

5. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, provided the total value of contract does not vary by more than 20% (twenty percentage).

6. **The rates quoted shall be valid for 3 months' period from the date of Tender opening (Qualification bid).**

7. The offered rate is for finished item of work as per Bill of Quantities and shall provide for the complete cost towards labour, tools & plants, feed & permeate testing materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance, supervision, establishment, services, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include goods and service tax. The applicable goods and service tax (as quoted by the bidder in the Price Bid / limited to applicable tax, whichever is lesser) can be claimed from BHEL along with their monthly bills for further payment to be made for the authorities concerned.**

8. For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract.

9. **After award of work the contractor has to furnish the security deposit, as per Clause 11, CHAPTER – IV, TENDER NOTICE. Also it is to be noted that after award of work the contractor has to furnish security deposit before the commencement of work.**

10. The contractor has to carry out the work without affecting the working environment.

11. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

12. The contractor shall strictly adhere to various labour laws in force.

13. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.

14. Daily labour report for the manpower engaged on previous day area wise shall have to be submitted next day.

15. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.

16. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.

17. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor every week and the payment for the work done will be paid once in a month.

18. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.

19. The works contract to be entered into with the successful tenderer will be governed by the BHEL General Conditions of Contract in force.

20. All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.

21. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.

22. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.

23. Power, water and compressed air required for the operation & maintenance of the STPs will be given by BHEL on free issue basis.

24. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another Project/Unit of BHEL awarded against a different enquiry.

25. BHEL reserves its right to accept / reject any or all the tenders.

26. No advance / mobilization advance will be given.

27. LD / Penalty clause is applicable as per General Conditions of Contract. All the terms & conditions in the documents are binding on the tenderers.

CHAPTER- III

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors. The Contractors not borne on the approved list of contractors of this Organization must submit the following testimonials simultaneously with their tenders.

   i. A Certificate to establish that the tenderer is an independent contractor working on his own.

   ii. At least two certificates from responsible Officers of Government of Firms of repute, regarding the tenderer's capacity to undertake and carryout the work tendered for or similar work satisfactorily

NOTE:

a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted

b) Non – Submission of the above testimonials simultaneously with the tenders may result in the tender being rejected

2. The tenders should be accompanied by a list of contracts already held by the contractor at the time of submitting the tender and giving the following particulars

   a) Value of each contract

   b) The balance value of work to be done on the same

The tenderer is advised to download the tender document from BHEL / CPP / Tenders India web sites.

3. **Percentage rate for the tender schedule should be quoted in FIGURES as well as in WORDS in Indian currency only – i.e., Rupees and paise with reference to the all the items shown in the attached schedule.**

4. Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. The rate quoted shall not include goods and service tax. The applicable goods and service tax (as quoted by the bidder / limited to applicable tax, whichever is lesser) can be claimed from BHEL along with their monthly bills for further payment to be made for the authorities concerned.

5. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total **value of contract vary by more than 20% (Twenty Percentage)**

6. The works contract to be entered in to with the contractor will be governed by the BHEL General Conditions of contract in force.

7. Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.

8. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders is liable to be rejected.

9. The contractor's responsibility under this shall commence form the date of receipt of contract or the order of acceptance of his tender. The scheduled period of completion for this work will be **TWO YEAR**, and the Contractor will have to plan his work accordingly.

10. The maintenance period for this work will be **Nil.**

11. Earnest Money Deposit:

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.

EMD shall be furnished only in the form of

(i) Cash deposit as permissible under the extant Income Tax Act.
(ii) Electronic Fund Transfer credited in BHEL account.
(iii) Banker's Cheque / Pay Order / Demand Draft in favour of BHEL, payable at Ranipet. EMD in any other form will not be accepted.
(iv) Fixed Deposit Receipt (FDR) 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)

EMD by the Tenderer will be forfeited as per tender Documents if:

a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,

b) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. **EMD shall not carry any interest.**

BHEL has now made arrangements for payment of EMD thru' Online

The steps to make online payment are detailed as below:

a) *Visit* ***https://www.onlinesbi.com/prelogin/icollecthome.htm***
b) *Click 'Proceed' button.*
c) *Select '**Tamilnadu'** in the drop down menu under 'State of Corporate / Institution *"*
d) *Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under " Type of Corporate / Institution"*
e) *Click 'Go' button*
f) *Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU – PUBLIC SECTOR UNDERTAKING'*
g) *Click 'Submit' Button*
h) *Select '**EMD**' in the drop down menu under ' Select Payment Category'*
i) *Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.*
j) *Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e-procurement mode.*

The above facility is in addition to the existing method of remitting by DD.

12. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case or a film or Company of contractors any of its share holders or share holder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.

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

14.The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.

15.If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.

16.Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.

17.The expenses for competing and stamping the agreement shall be paid by the contractor.

18.The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, Shall apply.

19.Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenders for a period of three months from the date of opening of tenders.

20.Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection

21.All contractors will have to produce Income tax Clearance Certificate from the Income Tax– Officer concerned along with their tenders. Those Contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the Income – tax clearance certificate within the stated period the Earnest Money Deposit and Security Deposit of the tenderer may be forfeited and the contract terminated.

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CHAPTER - IV

TENDER NOTICE

NAME OF WORK: Operation and maintenance of 1MLD Sewage Treatment Plant in Factory & Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B).

1. SEALED TENDERS for the above noted work are hereby invited from contractor experienced in works of similar kind and magnitude. Tenders will be received by **DEPUTY GENERAL MANAGER / CP&S, CIVIL TOWNSHIP DEPARTMENT,** Bharat Heavy Electricals Limited, Ranipet – 632 406 up to on **19/07/2019 @15.00 Hrs.** and (Qualification Bid only) will be opened on the same day at **15.00** Hrs. at the **Office of the DEPUTY GENERAL MANAGER / CP&S, CIVIL TOWNSHIP DEPARTMENT** in the presence of such of those tenderers Or their agents who may choose to attend.

2. TENDERS must be submitted in sealed covers and should be addressed to with full name and address of the tenderer and the name of work being noted on the cover.

3. All entries in the tender documents should be in the one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.

4. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attach there to before submitting their tender.

5. Clause regarding rates quoted in the tender:-

    a. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
    b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
    c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
    d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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

7. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.

8. **The rates quoted in the tender shall remain valid for a period THREE MONTHS** from the due date of opening of the tender (Qualification bid).

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

10. Every tender must be accompanied with EMD for the amount as specified in Page No. **12** in any of the form mentioned in Para **11** of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

    NOTE: Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above

"No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL."

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the security Deposit furnished by the Contractor under this contract or any other contract."

"Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation for delay, time shall be the essence of the Contract."

11. **Security deposit:** Chapter – III clause 16 Page Nos. 13 of General Conditions of contract booklet deleted & Revised as below.

a) The rate of Security Deposit (SD) will be 5% of the contract value.

b) The Security Deposit should be collected before start of the work from the Contractor.

c) The security deposit may be furnished in any one of the following forms:

1) Cash (as permissible under the Income Tax Act)

2) Local cheques of scheduled banks, subject to realization.

3) Pay order / Demand draft / Electronic fund transfer in favour of BHEL,

4) Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

5) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.

6) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged in favour of BHEL and discharged on the back).

EMD of the successful tenderer can be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against Serial No.5 & 6 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.)

100% of the security deposit may be refunded on completion of the work along with the final bill as the maintenance period for the work is NIL.

Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para **11** above within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

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

13. The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
14. Conditional and un witnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.

15. Tenders not submitted on the prescribed form are liable to be rejected

16. The work must be completed within a contract period of **TWO YEARS.**

17. The General Manger / Additional General Manager / Senior Manager / Senior Engineer or the Office mentioned by BHEL shall be Accepting Officer, herein after referred to as such for the purpose of this contract.

18. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

19. The tenderers are advised to go through the condition stipulated in the Tender document & code of conduct for Health & Safety of Contract Labourer in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.

20. Quoted rates shall be firm throughout the contract period of Two years and extended contract period also and no cost escalation is allowed on any account.

21. The similar works executed in the own name of the tenderer only will be considered for eligibility / qualification criteria.

22. BHEL reserves the right to increase or decrease the tendered quantity.

23. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.

24. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.

25. The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.

26. ***"No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL."***

27. ***"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the security Deposit furnished by the Contractor under this contract or any other contract."***

28. ***"Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation for delay, time shall be the essence of the Contract."***

29. "BHEL's Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall apply to this Tender / Enquiry. The said Guidelines are available at http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf

30 The Bidders shall peruse the same prior to submission of the bid.

Any action taken or proposed to be taken by BHEL under the above said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

31.In respect of work within the premises of BHEL Ranipet, the Bidder shall, while quoting, take into the account the likely expenditure in complying with statutory obligations including PF & ESI related laws and the expenditure that would be incurred in making contributions towards PF & ESI as per the NIT. The Bidder shall refer to the general conditions of contract which forms a part of NIT in this regard.

32. In respect of work within the premises of BHEL Ranipet, the contractor shall strictly comply with labour laws including PF & ESI related laws and shall make contributions towards PF & ESI notwithstanding the numerical strength of the employees of the contractor.

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CHAPTER – V

SPECIAL CONDITIONS OF CONTRACT

1. Each of the existing Plant is capable of treating 1000 cum of sewage per day. Technical details of the Plant (Annexure – I) and the process layout (Drg. No.3-WT-220-00036) with characteristics of influent and effluent are enclosed.
2. The contractor should engage Supervisor and shift Operators for the O&M work. The Man power requirement is given in Annexure- II for operation & treating the sewage to the norms specified by BHEL and disposes the treated water as directed by the Engineer-in-charge.
3. Operation and Maintenance is to be carried out in any two shifts a day at the discretion of BHEL for all the activities of the plant maintaining pumps, blowers, pneumatic valves, dosing systems etc as listed in the Annexure – II. Daily log details have to be maintained for all equipment of the plant and their performance including energy / diesel consumption, feed and permeate water qualities as instructed by BHEL Engineer in charge. All equipment & valves may have to be operated / controlled manually also.
4. If the system is not operated for more than a shift of 8 hours due to break-down on account of other than Power Supply, non availability of effluent, Spares, etc., recovery will be made on pro rata basis as per the approved and awarded rate as in Sl.No.1 of Section A & B for respective STP plant per month from the date of break down to the date of putting back the system to perform effectively. The work is to be executed on all BHEL working days including public holidays and Sundays.

   Carryout preventive maintenance of the equipment like pumps, blowers valves etc as per the instructions given in the O&M manual. Attend all minor breakdowns. Materials, if any, required for repairs & maintenance of the equipment by Contractor will be given by BHEL.

   Incase of major breakdown, arrange for removal of the motor, gearbox, blowers, pumps etc and handover to BHEL for repair.

   The Operator / Supervisor shall report to the BHEL executive / supervisor in charge of the sewage treatment plant, about the performance & healthiness of the plant every day.

   Contract supervisor shall be responsible for all official correspondences with BHEL.

   The contractor shall depute alternate Operator / Skilled worker, if the shift Operator is on leave / absent / compensatory off.

5. Required Power and water for the Operation of the system will be provided by BHEL free of charges.
6. Required Consumables like citric acid, Sodium hypochlorite, polymer, lubricants etc., will be supplied by BHEL at stores free of charges.

7. Raw and treated water should be tested for pH, TSS, TDS, COD, BOD @20 ° C for 5 days / 27º C for 3 days, fecal coliform, Oil & Grease, etc as per the schedule given in the Annexure –IV. Possible field tests have to be conducted on daily and routine basis and pollution control board approved lab tests have to be conducted at least once in a month. All test records and results should be maintained and produced to BHEL for its verification. Analysis should be conducted at TNPCB only for conducting the above said tests, within the quoted rates.

8. The contractor should maintain all monitoring records w.r.t STPs operation and maintenance, Laboratory analysis, etc as listed in the Annexure – V.

9. The Contractor should associate for collecting samples by statutory bodies like Central Pollution Control Board, Tamil Nadu Pollution Control Board and others if necessary. The STP O&M contractor shall liaison with TN State Pollution Control Board for all purposes as required w.r.t these STPS within the quoted rates.

10. The contractor shall ensure payment of Minimum wages, Bonus to the workmen employed by him at the rate at which shall not less than the minimum wage applicable under Law from time to time.

11. PF &ESI Act should cover the workmen as applicable and payment will be made only on verification of the documents for the remittance of ESI and PF for the personnel engaged in the work

12. The contractor should submit the list and quantity of consumables and spares used every month for the verification by BHEL

13. The details of spares required for all pumps and the equipments shall be given by the contractor well in advance so as to procure and keep ready to run the plant without any interruption, and the same will be issued to them on written requisition. Replacing of defective spares is in the scope of contractor. Records shall be maintained for the receipt and use of spares supplied by BHEL

14. The workers should be provided with personal protective equipments such as Gloves, Goggles, safety shoes, Gum boots, face masks, waste cloths, soaps, etc by the Contractor within the quoted rates.

15. The contractor should follow all procedures pertaining to safety and EMS in day to day running of the plant

16. The contractor should keep a First Aid Box with list of Aids and should be refilled as and when required.
17. **During this period the contractor should take whole responsibility of the Plant operation including treatment efficiency. Any deviation from the specific performance requirement of any equipment or quality of treated effluent as per norms, the contractor shall immediately take steps to rectify the deficiency without any extra cost to the Authority.**

CHAPTER – VI

GENERAL INSTRUCTIONS

1. The contractor shall not resort to sub-contracting under any circumstances. If found at a later date, BHEL reserves the right to take action whatever action it deems fit, including cancellation of the contract.

2. All the bills of contractors will be cleared by Finance department subject to production of "Clearance certificate' by the contractors in respect of compliance of all statutory requirements, issued by IR section of Human Resource Department

3. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor.

4. If the management of BHEL engages workers to complete any part or whole of the work as per this contract for any period due to failure of the contractor or to engage adequate number of workers. He has to reimburse to BHEL, the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the rate as per minimum wages and other payments (as mentioned in the tender reg. wages payable to the workers) of BHEL for purpose of recovery from the contractor along with BHEL's administrative charges @ 12.5%.

5. The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor, BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk and cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.

6. The contractor shall follow such Act, rules & regulations of the state / central Govt. that are in force & that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statues in force by the contractor.

7. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

8. Contractor shall indemnify BHEL against all claims and losses it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.

9. Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.

CHAPTER - VII

Annexure - I

TECHNICAL WRITEUP OF THE SEWAGE TREATMENT PLANT (STP)

1. INTRODUCTION

Basically the intent of the STP plant is to treat the domestic and canteen effluents coming from the factory at one location and the domestic sewage from the township at the second location. The average capacity of each treatment plant is 1 MLD.

The plant is built with the state of the art **membrane based bioreactor technology (MBR)** to treat the effluent. All the technical requirements for the plant to produce permeate water meeting the pollution control norms and also reuse either for the gardening/toilet flushing have been incorporated in the plant design.

2. PRETREATMENT

In the pretreatment section sewage is fed from the sewage feed pump. We have a mechanical screen with automatic indexing to filter out particles of 6mm and more. An oil skimmer is provided after the screen chamber to capture the floating oil. A drum screen is also given at the discharge of submersible pump to filter particles of size 2mm and more.

3. PUMPS

The submersible pumps are provided in the equalization tank to feed water to the bioreactor tank. The pumps for producing permeate water (1w+1sb) from the effluent are given with variable frequency drive to meet the varying production capacity of the stream with savings in power based on the load. A storage of 2 m3 permeate is maintained to back pulse the membrane in a specific periodicity to dislodge the particles which were stuck to the membrane surface during production cycle. Back pulsing is carried out through reversing the flow through membrane (i.e.) from inside to outside.

The maintenance of mixed liquor suspended solids (MLSS) in the bioreactor tank is accomplished by employing a pump which will be recirculating the sludge from the membrane tank to the bioreactor tank. This pump is called Return Activated Sludge (RAS) Pump. Necessary pneumatic actuated valves are provided to operate the plant in fully auto mode.

4. BLOWERS

The heart of the MBR system function is to keep the cultured bacteria alive in the bioreactor tank. To accomplish this function there are two needs. One is the maintenance of required oxygen level in the bioreactor tank for the bacteria to live. This is done by continuously running the process blower (1w+1sb) and supplying air to the bioreactor tank. The second is the food to the bacteria which is supplied from the

fresh sewage admitted to the bioreactor tank. Mixing blower (1w+1sb) is provided to keep the incoming sewage in the equalization tank thoroughly mixed before being admitted to bioreactor tank. The membrane cassette is also having air diffusers at the bottom of the cassette to receive the air from the membrane blower (1w+1sb) and agitate the membrane fibers to dislodge the sludge particles from the membrane surface.

A compressor with air dryer and air receiver is also installed to cater to the needs of the pneumatic operated valves in the STP plant

5. ZEEWEED MEMBRANES

GE's zeeweed submersible ultrafiltration membrane have been used to produce the permeate water from the effluent. The membrane chemistry has been so chosen to take care of the harsh liquids. The pore size available in the membrane is able to produce permeate water turbidity less than1NTU. Necessary sizing of the tanks for equalization, bio-culture development, membrane holding & sludge holding have been done to take care of the designed capacity of the STP.

6. DOSING SYSTEMS

Necessary dosing system with tank, pump and piping for dosing chemicals which are required for maintenance cleaning and recovery cleaning of the membranes.

7. SLUDGE HANDLING SYSTEM

Sludge handling system consists of sludge feed pumps and a filter press. The liquid effluent coming from the squeezed effluent is fed back to the effluent feed well. The solids will be disposed off from the filter press. .

8. MCC, PLC & INSTRUMENTATION

Required Motor Control Centre (MCC), programmable logic controller (PLC) have been installed to take care of the operation of the MBR based STP plant in Auto/Manual mode. The touch screen display available in the PLC panel provides operator to operate, control, and monitor the plant operation.

Necessary instrumentation for the flow measurement of the permeate & sludge, pressure measurement of the blowers, level controls in the screen chamber, equalization tank & membrane tank, dissolved oxygen (DO) measurement in the bioreactor tank etc., have been provided for proper monitoring of the plant performance.

9. INLET SEWAGE QUALITY FOR DESIGN

The MBR feed water quality considered for the design of MBR system is given below.

Parameters	**Values**	**Unit**
Ph	6.5 - 8.0	
Influent Temperature	25 – 35	ºC
BOD_5	150 – 210	mg/L
COD	300 – 400	mg/L
TSS	< 600	mg/L
TKN	45	mg/L
NH_3-N	35	mg/L
TP	8	mg/L
Oil & Grease	8 – 10	mg/l

10. TREATED SEWAGE QUALITY OF MBR SYSTEM

Parameter	**Unit**	**Values**
BOD	mg/l	< 3
TSS	mg/l	< 2
COD	mg/l	<20
Turbidity	NTU	< 1

11. TERMINAL POINTS

a. Inlet feed to Equalization tank from sewage collection (wet) wells, located adjacent to STP.

b. Permeate from MBR plant will be terminated in the 3rd compartment of the existing oxidation pond. Further pumping & disposal of the permeate will be taken care of by BHEL.

c. Electrical power 3ph, 415volts, 50 Hz will be supplied at the incomer of the MCC panel of the MBR plant by BHEL.

d. Required Emergency power 3ph, 415volts 50 Hz to operate one no. of Process blower will be provided at the incomer of the MCC panel of the MBR plant by BHEL at Township STP.

e. Disposal of solid waste from the mechanical screen, drum screen, filter press will be taken care of by Contractor (Our existing society contract workers will do this job as advised) and shall be disposed as directed by BHEL.

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Annexure - II

MAN POWER REQUIREMENT

MAN POWER REQUIREMENT FOR FACTORY STP						
Sl. No.	**DESCRIPTION**	**Edu. Qualifn**	**Nos. Reqd.**	**Shift(s)**	**Total Nos./ day**	**Remarks**
1	**Operators / Skilled Worker**	**Operator/ skilled worker with trade certificate - ITI Electrician with 3 years' experience &above)**	**2**	**Any two shifts of A, B & C (at the discretion of BHEL)**	**2**	**Operators for Factory STP**
2	**Reliever duty Operator/ Skilled Worker**	**Operator/ skilled worker with trade certificate - ITI Electrician with 3 years' Experience &above)**	**1**	**General Shift (or) A or B or C**	**1**	**Though this Reliever Operator/skilled worker is to be accounted under the factory STP, they have to work for both Factory STP & Township STP.**
3	**Supervisor**	**supervisor should be qualified Electrical / Electronics person (Diploma pass or B.E., fail) having potential experience in STP for minimum 3 years.**	**1**	**General Shift (or) A or B or C**	**1**	**Though the 'Supervisor' 'is common for both Factory STP & Township STP, all payments are covered under Factory STP O&M.)**
MAN POWER REQUIREMENT FOR TOWNSHIP STP						
Sl. No.	**DESCRIPTION**	**Edu. Qualifn**	**Nos. Reqd.**	**Shift(s)**	**Total Nos./ day**	**Remarks**
1	**Operators / Skilled Worker**	**Operator/ skilled worker with trade certificate - ITI Electrician with 3 years' experience &above)**	**3**	**Three shifts of A, B & C**	**3**	**Operators / Skilled workers for Township STP**
	TOTAL NO. OF WORKERS / DAY				**7**	

NOTE: -

1. **Rates in the PART – II - PRICE BID (Section A&B) have to be quoted considering the man power deployment as described above.**

2. **All the above Operators / Skilled worker shall have experienced in the Operation & Maintenance of similar Sewage / Effluent Treatment Plants.**

3. **The Supervisor should be qualified Electrical / Electronic person (Diploma pass or B.E., fail) having potential experience in STP for minimum 3 years**

SHIFT DETAILS:

- **General Shift - 8.00 to 16.30 Hrs**
- **'A' Shift - 6.00 to 14.00 Hrs**
- **'B' Shift - 14.00 to 22.00 Hrs**
- **'C' Shift - 22.00 to 6.00 Hrs**

(NOTE: Shift timings for the STPs and reliever operator/Skilled worker duty are modifiable time to time to suit efficient Operation & Maintenance of the STPs at the discretion of BHEL)

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Annexure - III

ELECTRICAL LOAD LIST FOR PUMPS & OTHER PROCESS EQUIPMENTOF THE SEWAGE TREATMENT PLANT (1MLD MBR)

SR. NO.	EQUIPMENT	TAG NAME	DRIVE / MOTOR TAG NAME:	TOTAL (W + S)	WORKING	STAND BY	MOTOR RATING (KW)*	TOTAL OPERATING LOAD (KW)	TOTAL STANDBY LOAD(KW)	TOTAL CONNECTED LOAD (KW)	TYPE OF STARTERS
1	MECHANICAL SCREEN MOTOR	08-MSC-100	08-MSC-100	1	1	0	0.75	0.75	0	0.75	DOL
2	OIL SKIMMER MOTOR	08-OS-100	08-OS-100	1	1	0	0.75	0.75	0	0.75	DOL
3	DRUM SCREEN MOTOR	08-SCR-200	08-SCR-200	1	1	0	0.75	0.75	0	0.75	DOL
4	BIOREACTOR FEED PUMPS	08-P-100-1/2	08-M-100-1/2	2	1	1	1.5	1.5	1.5	3	DOL
5	MIXING BLOWERS	08-B-100-1/2	08-M-100-1/2	2	1	1	9.3	9.3	9.3	18.6	Y/DELTA
6	PROCESS BLOWERS	16-B-400-1/2	16-BM-400-1/2	2	1	1	18.5	18.5	18.5	37	Y/DELTA
7	MEMBRANE BLOWERS	20-B-200-1/2	20-M-200-1/2	2	1	1	9.3	9.3	9.3	18.6	Y/DELTA
8	RAS TRANSFER PUMPS	16-P-400-1/2	16-PM-400-1/2	2	1	1	5.5	5.5	5.5	11	DOL
9	PERMEATE/BACKPULSE PUMPS	20-P-300-1/2	20-PM-300-1/2	2	1	1	3.7	3.7	3.7	7.4	**VFD**
10	SODIUM HYPOCHLORITE DOSING PUMP (MC)	23-P-120	23-PM-120	1	1	0	0.37	0.37	0	0.37	DOL
11	SODIUM HYPOCHLORITE DOSING PUMP (RC)	23-P-110	23-PM-110	1	1	0	0.37	0.37	0	0.37	DOL
12	CITRIC ACID DOSING TANK AGITATOR	23-MX-300	23-MX-300	1	1	0	0.75	0.75	0	0.75	DOL
13	CITRIC ACID DOSING PUMPS	23-P-310	23-PM-310	1	1	0	0.37	0.37	0	0.37	DOL
14	SLUDGE TRANSFER PUMP	80-P-100-1/2	80-PM-100-1/2	2	1	1	1.1	1.1	1.1	2.2	DOL
15	POLYMER DOSING TANK AGITATOR	80-MX-800	80-MX-800	1	1	0	0.75	0.75	0	0.75	DOL
16	POLYMER DOSING PUMP	80-P-800-1/2	80-PM-800-1/2	1	1	0	0.37	0.37	0	0.37	DOL
17	FILTER PRESS POWER PACK	80-FP-700	80-FP-700	1	1	0	0.75	0.75	0	0.75	DOL
18	AIR COMPRESSOR	90-AC-100	90-AC-100-M	1	1	0	2.2	2.2	0	2.2	DOL
19	AIR DRYER	90-DR-100	90-DR-100-M	1	1	0	0.04	0.04	0	0.04	1 PHASE
20	SPARE FEEDER FOR EOT CRANE			1	0	1	3.7	0	3.7	3.7	DOL
21	SPARE			1	0	1	0.37	0	0.37	0.37	DOL
22	SPARE			1	0	1	18.5	0	18.5	18.5	Y/DELTA
23	SPARE			1	0	1	3.7	0	3.7	3.7	DOL
24	EXHAUST FAN			1	1	0	3 PH				SFU 25A
25	ILLUMINATION			1	1	0	3 PH				SFU 25A
26	PLC PANEL			1	1	0	1 PH				SFU 16A
	TOTAL LOAD							**54.87**	**75.17**	**130.04**	

Annexure – IV

Sampling and analysis

Sl. No.	Parameter	Periodicity
FOR BOTH FACTORY & TOWNSHIP SEWAGE TREATMENT PLANTS		
1	PH of feed	Field test daily as required (All apparatus, testing chemicals & testing at contractor's cost)
2	PH of permeate	
3	Dissolved oxygen	
4	MLSS	
	Permeate to be Tested in TNPCB Lab	
1	pH	At least once in a month (All sampling & testing charges at contractor's cost – To be tested at TNPCB lab) **at expenditures within the quoted rates**
2	Total suspended solids	
3	Total dissolved solids	
4	Oil & Grease	
5	Chemical oxygen demand	
6	BOD5@20 deg. C or BOD3@27 deg. C	
7	Fecal Coliform	

Annexure - V

List of records to be maintained

1. Consumption of chemicals on weekly basis.
2. Hours of Operation of all pumps, blowers, etc.,
3. Flow meter reading of Permeate, sludge bleed etc.
4. Hours of operation of DG set during power failure
5. Consumption of Diesel, kerosene, lubricants, etc.
6. Electrical units consumption in each shift
7. Breakdown and corrective/preventive actions
8. Process failures and corrective/preventive actions
9. Lab monitoring records for all parameters of feed & permeate
10. Records for receipt and use of spares, dosing chemicals, etc.
11. Pay quittance and attendance register
12. EPF, ESI, Goods & Service Tax and Pan No

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CHAPTER – VIII

GENERAL SAFETY PRECAUTION TO BE FOLLOWED AT WORK SITE DURING EXECUTION

1. The following safety measures should be strictly a adhered to during execution of works at sites.
2. Providing the working platform with toe – board and handrail for continuous working at heights
3. Providing safety belt and life – line at all times for men working at heights
4. Providing dust or fume respirator in places where dust and fume concentration exist
5. Providing goggles and welding screens
6. Providing acid and alkali – proof rubber gloves for handling acid and alkali and chemical which are corrosive
7. Providing rubber gloves for working on electrical works
8. Ensuring proper lashing of the components while being transported in vehicles
9. The vehicles must have side supports or have body to support the materials conveyed
10. The materials should not to be allowed to extend or overflow the sides of the vehicles
11. Materials should not be allowed to overhang from the rear edge of the body of the vehicle
12. Driver of the vehicle must possess valid license
13. Vehicle must not be overloaded beyond the prescribed limits.
14. Red flags and lights for parts projecting from the body of vehicle must be provided.
15. The speed restrictions within the factory premises must be strictly adhered to.
16. The gas cylinders must be always handled on trolleys or kept tied down when not in use. They should never be rolled as Roller for conveying.
17. Cylinders should not be used without Regulators.

18. All excavations must be barricaded and red lamps must be provided.

19. All electrical connections must be properly earthed.

20. No work should be taken up of execution inside shop floor, without obtaining necessary work permit.

21. Providing helmet for high level work

22. The contractor should maintain a register regarding the driver license particulars

23. All personal protective equipment conforms to standard specification as per the details given in the code of conduct.

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

24. **Contractor shall provide thick hat, safety glass with side shield, full face shield, ear plug set, face mask, nose mask, protective & chemical resistant gloves, safety shoe, gum boots, safety belt, rain coat, chemical resistant protective clothing, gas detector and breathing apparatus to the operators & supervisor within the quoted rates.**

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WAGES & OTHER PAYMENTS / CONTRIBUTIONS TO BE MADE TO THE WORKERS DEPLOYED IN THE CONTRACT:

01 The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.

02. The labourers engaged in this contract shall be paid `additional payment' as mentioned below in addition to the payment of Minimum wages as stated above.

a) Operator (Skilled Worker) : Persons with trade certificate including ITI with experience of 3 years & above.
Operator (Skilled Worker) for BHEL Adhoc Rs. 4100 per month i,e (2500.00+1600.00). This BHEL Adhoc is additional over & above Tamil Nadu State Minimum Wages as mentioned in clause 13 of above.
b) Supervisor should be qualified Electrical /Electronics person (Diploma pass or B.E., fail) having potential experience in STP for minimum 3 years.

Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the effective Payment of minimum wages only.

The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e.) Payment of minimum wages and additional payment as mentioned above.

Normally the revision of Tamil Nadu govt. minimum wage will be with effect from 1st April of every year. If any increase in wages arise during the contract period, The contractor has to pay the increased wages to the workers and claim the same from BHEL after producing necessary documents for which the original awarded rate will be taken into account. The quoted rate shall be firm for the entire contract period of Two year and any extension of contract if accepted thereafter.

3.The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.

4. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month

5. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.

6. Where the employment of worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

7. Wages due to every worker shall be paid to him direct or to the person authorized him in this behalf. All wages shall be paid in current coin or in both.
8. The Contractor shall ensure the disbursement of wages in the presence of authorized representative of BHEL Management

9. The above payment shall be verified by the authorized office / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No……. has been paid to the workmen concerned in the presence on ……. at…….

10. A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form „A" enclosed.

11. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.

12. Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and work at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form:

    a. Serial Number
    b. Location
    c. Period of work
    d. No. of days worked
    e. No. of man worked
    f. Wages paid to workers

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

13. The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Tamil Nadu Rules thereunder shall be maintained by each contractor.

    a. Register of persons employed by the Contractor
    b. Employment Card
    c. Service Certificate
    d. Muster Roll, Wage Register, Deduction Register, wage slip, Overtime Register, register of Fines, Register of Advances etc.,

14. The Contractor shall display the abstract of the Contract Labour (Regulation & Abolition) Act and the Rules thereunder both in English and Tamil.

15. Half yearly Return shall by the Contractor in duplicate to the Licensing Officer
16. The Contractor shall submit the returns required under the Contract Labour (Regulation * Abolition) Act 1970 periodically to BHEL Management.

17. The Contractor shall without fail give up to date information in writing to the attendance of the workers employed by him.

18. The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.

19. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

20. The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the way of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen and booked for work on Sunday.

21. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.

22. The Contractor shall provide all safety devices and personal protective equipment like gloves, masks, shoes, spectacles etc., to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

23. The Contractor shall ensure that his workmen vacate the premises after the shift is over.

24. The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the reminder of the calendar year. This leave will be admissible only during the subsequent calendar year.

24. No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.

25. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contractor Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

26. Not withstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in chare immediately and ensure the compliances of ESI / workmen's compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.

27. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from general should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act).

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

28. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and producer to BHEL such Registration Number / Enrolment Number before executing the contract work.

29. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employee's contribution pursuance of the above scheme as time. The Contribution payable presently is 1.10% wages to be recovered from his workmen and 4% of wages to b e contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the higher multiples of five paise.

30. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

31. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

32. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
33. The Contractor shall with seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.

34. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit, the contractor shall immediately thereafter such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.

35. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all loses, claims, prosecutions under any law.

36. In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

37. Non-exercise of any of the powers of rights available to BHEL hereunder to under any law shall not in any way operate as waiver thereof.

Note: The Specimen forms for the following are available in BHEL.

1) Form "A" - Payment Certificate
2) Form IV - Application for License
3) Form XIII - Register of Workmen employed by contractor
4) Form XIV - Employment Card
5) Form XV - Service Certificate
6) Form XVI - Muster Roll
7) Form XVII - Register of wages
8) Form XIX - Wage up

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CHAPTER – IX

QUESTIONNAIRE

Questionnaire to be answered by the tenderer by ticking the suitable boxes.

Sl. No.	Description	Yes	No
01	Whether the tenderer has understood the scope of work and agrees to deploy required man power as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive-in-charge, before submitting the offer.)		
02	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation, the same may be mentioned in separate sheet.)		
03	Whether the tenderer has their own code for ESI & PF. (A copy of the certificate to be enclosed).		
04	Whether the tenderer has enclosed copy of the present Service / Sales / Works contract sales Tax registration certificates. If a vendor is exempted from the registration under Service / Sales Tax, the reason there of be stated.		
05	Whether the vendor / Contractor are availing goods and service Tax credit for their inputs.		
06	Whether the vendor will submit goods and Service Tax invoice as per the existing ACT and the rules their under.		
07	Full Goods and Service Tax @ ___, ____ % (indicated in the price bid Section A&B) applicable as extra for this tender.		%
08	Whether the tenderer agrees to Pay Wages as per Minimum wages Act, EL Wages, and Holiday Wages as per Tamil Nadu Factory rules. (Necessary proof should be submitted while claiming running bill and final bill.)		
09	Whether the PAN Number of the vendor is furnished. If exempted from IT, the exemption certificate shall be enclosed.		
10	Whether the tenderer agrees to keep the validity of their offer for **three months** from the date of opening of bid and keep the prices firm throughout the contract period.		
11	Whether the tenderer agrees for the payment terms of BHEL.		
12	Whether the tenderer has agreed to submit EMD of ***Rs 82,000/-*** and has submitted the same along with technical bid. (If not enclosed, the tender will not be considered) shall be in the form of Pay order or DD payable at Ranipet.		
13	Whether the tenderer has agreed to submit Security Deposit immediately after receipt of the work order.		

14	Whether the tenderer has enclosed the list of their clients with addresses & contact persons.		
15	Whether the tenderer has enclosed the completion certificates received from Government / Reputed organization for the similar work done for the last 7 years ending on 31/03/2019.		
16	Whether the tenderer has enclosed the list of similar works carried out with supporting documents		
17	Whether the includability / excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, BHEL will choose to assume the rates are inclusive only.		
18	All payments by BHEL will be made through e-payment only. The required certificate as enclosed in the tender is submitted by the vendor with Banker's signature.		
19	Whether the tenderer has enclosed the list of technical personnel, their qualification & experience for who will be deployed for this work.		
20	Whether the tenderer has indicated the address of their local office in Ranipet along with phone no. & fax no.		
21	Whether the tenderer has enclosed the DD towards the cost of Tender Document, along with the Technical bid. (In case the tenderer has downloaded the tender document directly from the Web Site and If DD is not enclosed, the tender will not be considered).		
22	Whether the tenderer accepts reverse auctioning process through internet.		
23	Whether the tenderer has enclosed the annual report (audited P&L Account, Balance Sheet & IT Return) for the last three financial years (2015-16, 2016-17 & 2017-18).		
24	Whether the tenderer has submitted the proof of average annual turnover for last 3 years for a value of 30 % of estimated cost.		
25	Whether the tenderer agrees for the compensation for Delay clause as per GCC (Clause 41)		

Note: If any of the question is not applicable, please mention as "Not Applicable (NA)"

CHAPTER – X

ANNEXURE: 'B'

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

ANNEXURE: 'C'

CLAUSE 22 OF GENERAL CONDITIONS OF CONTRACT LABOUR

The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer – in – charge. The contractor shall not employ, in connection with the works, any person who has not completed eighteen years of age.

The Contractor shall pay to labour employed by him, either directly or through sub-contractors, wages not less than fair wages, as defined in the Contractor's Labour Regulations.

The Contractor shall in respect of labour employed by him, either directly or through sub-contractors, complies with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employee's contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees' State Insurance Act, 1948" as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.

The Contractor shall be liable to his contribution and the employee's contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made a from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

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

SAFETY CODE

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

1. Before commencing the work, the contractor is required to submit a "SAFETY PLAN" to the authorized BHEL official. The 'safety plan' shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the safety plan. The contractor shall abide by BHEL's decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorized officials, to prevent loss to human lives, injuries to personnel engaged, and damage to property and environment.

3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-

   (i) Safety helmets conforming to IS-2925: 1984.

   (ii) Safety Belts conforming to IS-3521:1983

   (iii) Safety Shoes conforming to IS-1989:1978.

   (iv) Eye and Face protection devices conforming to IS-8520:1977. And IS-8940:1978.

   (v) Hand and body protection devices conforming to

      1. IS-2573:1975 (2) IS-6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.

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

All the electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out the all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

The contractor shall adopt all fire safety measures as laid down in the "Code for Fire Safety at Construction sites" issued by the safety department of BHEL and as per the directions of the authorized BHEL official. A copy of the above referred "Code for Fire Safety at Construction sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

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

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

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

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

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

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

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

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

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

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

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GOODS AND SERVICE TAX

GOODS AND SERVICES TAX (GST)

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).

2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.

3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.

4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

    a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL
    b. HSN Code or Service Accounting Code for supply of goods or services.
    c. Name & address of supplier
    d. GSTIN of Supplier
    e. Consecutive Serial Number & date of issue
    f. Description of goods or services
    g. Total value of supply
    h. Taxable value of supply
    i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
    j. Amount of Tax charged
    k. Place of supply
    l. Address of delivery if different from place of supply
    m. Signature of authorized signatory

6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
    i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
    ii. Discharging the GST tax liability to the Government.
    iii. Submission of Tax Invoice to BHEL.
    iv. Submission of proof of payment of GST to BHEL.
    v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.

8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.

9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).

14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

GST Quote:

Price Bid: Operation and maintenance of 1MLD Sewage Treatment Plant in Factory & Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B)

The Bidder shall not include Goods and Services Tax (GST) in their quoted rates; but the bidder has to separately indicate the GST rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If GST amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly.

1. The bidder has to quote GST rate extra as applicable in the tabulation given in the Price Bid.

2. The quoted rate for the work shall be inclusive of all taxes other than GST.

3. In case of reverse charge applicability, BHEL will not reimburse to the bidder the reverse charge of GST paid by BHEL.

Bidders are requested to fill the full GST for the quoted rate as applicable for this tender in the following tabulation.

Sl No	**GST**	**Service Account Code (SAC)**	**Applicable GST % (Fill the applicable GST % as quoted by you in the Price Bid)**		**Applicable GST Amount (Amount not to be filled in this technical bid) - Tick Quoted / Not Quoted only**	**Remarks**
			SECTION-A	**SECTION-B**		
1	CGST				Quoted / Not Quoted	
2	SGST				Quoted / Not Quoted	
3	IGST				Quoted / Not Quoted	
4	UTGST				Quoted / Not Quoted	
5	CESS				Quoted / Not Quoted	

Any statutory variation in GST rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

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CHAPTER – XI

ANNEXURE III – BRIEF

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

a)The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b)The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c)The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the SM / CP&S to supervise the work or part of the work.

e)"Approved" and "Directed" means, the approval or direction of SM / CP&S, or person deputed by him for the particular purposes.

f)"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM / CP&S authorized to invite tenders and enter into contract for works on behalf of the Company.

g)The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h)A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i)A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

j)A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2.HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof.

3.WORK TO BE CARRIED OUT: - The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4.DEVIATIONS: - The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SM / CP&S. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5.OCTROI AND OTHER DUTIES: - All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6.PLANT AND EQUIPMENT: - The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

7.ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8.SUB-CONTRACT: - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9.COMPLIANCE TO REGULATIONS AND BYE-LAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10.ORDERS UNDER THE CONTRACT: - All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11.CONTRACTOR'S SUPERVISION: - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SM / CP&S to act in his stead. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SM / Civil Township or the OFFICER-INCHARGE, to receive instructions.

The SM / CP&S shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12.LABOUR: - The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

13.PRECAUTIONS AGAINST RISK: - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14.DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -

The Contractor shall at his own expense reinstate and make good to the satisfaction of the SM / CP&S and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage

arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

15.LAWS GOVERNING THE CONTRACT: - The contract shall be governed by the Indian Laws for time being in force.

16.CANCELLATION OF CONTRACT FOR CORRUPT ACTS: - BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall: -

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

OR

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

OR

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

17.RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by SM / CP&S or his authorized officials and continues in that state after a reasonable notice from SM / CP&S or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by SM / CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SM / CP&S or the same shall be recovered from the Contractor by other means.

18.CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

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

If the Contractor,

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

OR

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

OR

c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SM / CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SM / CP&S or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the SM / CP&S whose decision shall be final and conclusive.

19.CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -

If the Contractor:

a)makes default in carrying out the work as directed and continues in that state after a reasonable notice from SM / CP&S or his authorized representative ;

b)fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

c)BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/Stores which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SM / CP&S or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the SM / CP&S whose decision shall be final and conclusive.

20.TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: -

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

21.SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the SM / CP&S shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

"If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

22.SUBMISSION OF BILLS BY CONTRACTOR: - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SM / CP&S separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

a) Deviation from the items provided in the contract documents.
b) Extra items / new items of work.
c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

23.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by SM / CP&S.

24.RECOVERY FROM CONTRACTOR: - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

25.POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

26.REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

27.FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given

by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the SM / CP&S subject to prompt notification by the contractor.

28.ARBITRATION:- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the SM / CP&S or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitration by a sole Arbitrator to be appointed by BHEL.
Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract.
The place of Arbitration shall be Ranipet. The venue of Arbitration may be at such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

29.SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

30.All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

31.Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
32.Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
33.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
34.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

******

ANNEXURE VI

SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

******

ANNEXURE – VII: Statutory Annexure: The following statutory requirements should be fulfilled by the Contractor.

1. **Minimum Wages Act, 1948:**

    1. PF (12%) and Admin Charges (1%)= 13% (Employer) + 12% (Employee)
    2. PF to be remitted in contractor's own code
    3. ESI = 4.00% (Employer) + 1.00% (Employee)
    4. If ESI is not available in that area, then take insurance
    5. Contract License as per CL Act
    6. Issue of employment card to contract labours
    7. Issue of one-month notice before termination of contract
    8. Maintain all registers under various acts
    9. Minimum wages as per current stipulation.
    10. Payment of wages – within in stipulated time and other statutory requirements under various applicable labour laws to be ensured.

Compensation:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / Townships and premises / Project Sites.

c) Compensation in respect of each of the victims:

(i) In the event of death of **permanent disability resulting** from **Loss of both limbs**: Rs.10,00,000/- (Rs. Ten Lakh)

(ii) In the event of **other permanent disability: Rs.7,00,000/-** (Rs.Seven Lakh)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (i) of the Employee's Compensation Act, 1923."

The compensation details are provide at:

http://intranet.bhel.in/HR%20Cirulars/HR%20Circular%20No.%20016%20OF%202018.pdf

CHAPTER – XII

CERIFICATE OF NO DEVIATION

I / We . . . . . of M/s . . . . . hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am / we are agreeing to all the terms and conditions mentioned in the Tender Specification No: **BAP:CT:OT:02/2019-20 Dt: 07/05/2019**.

I / We have submitted our offer for this tender. I / We have fully gone through, understood and accepted all specifications, terms & conditions of the whole tender documents uploaded in BHEL web site including all corrigenda, addenda etc., published in the website time to time for this tender.

(In case of any deviation)

I / we have taken deviation from the tender. The details of the deviation, which I / we have furnished in a separate sheet(s) along with our offer.

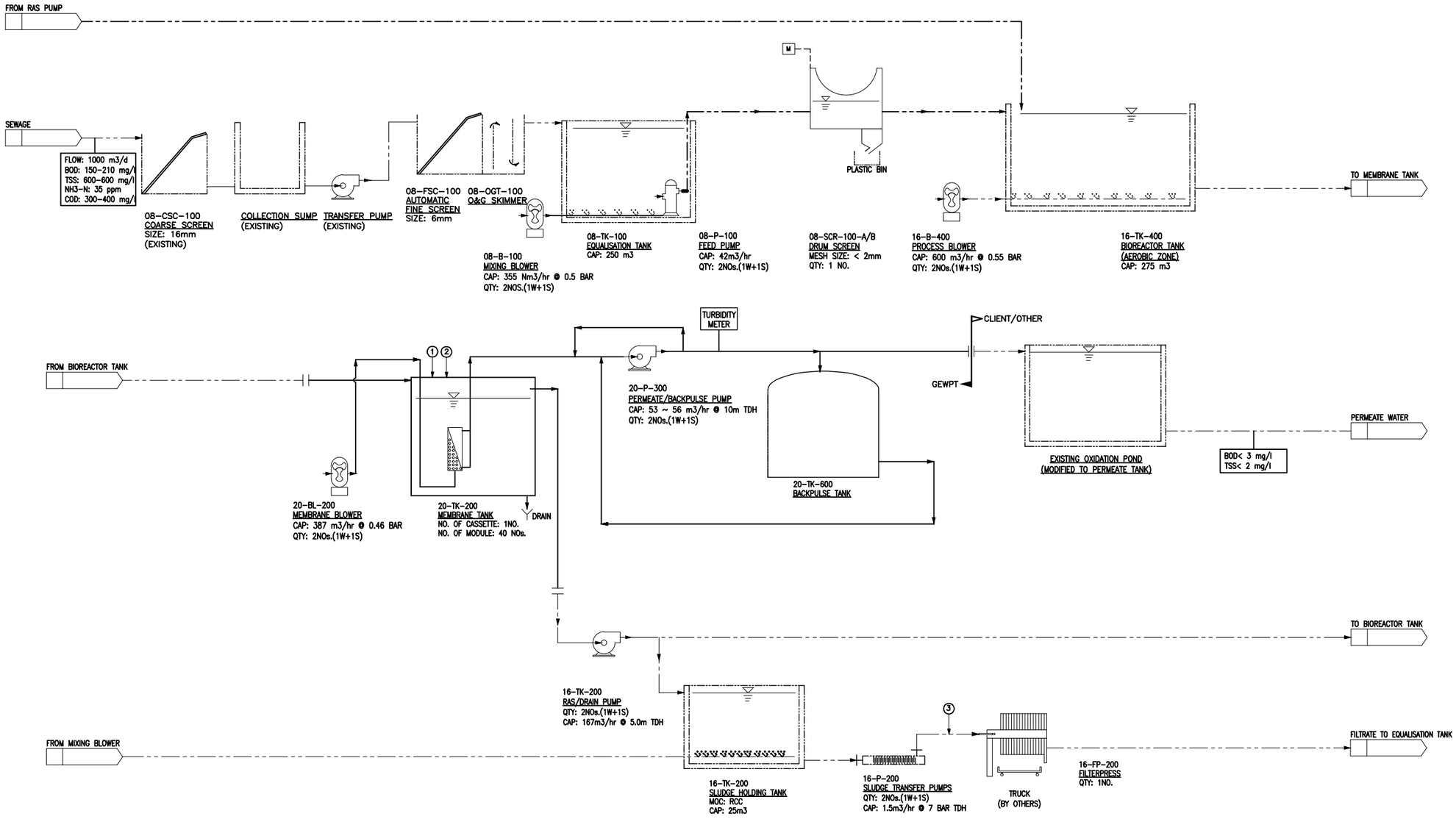
(Please strike off the above paragraph if no deviation is taken)

Date:

Signature of the tenderer

DRAWING NO. 3-WT-220-00036

ALL DIMENSIONS ARE IN MILLIMETRES



CHEMICAL METERING STATIONS			
1	2	3	
SODIUM HYPOCHLORITE RECOVERY/MAINTENANCE CLEAN	CITRIC ACID RECOVERY/MAINTENANCE CLEAN	POLYMER DOSING	AIR COMPRESSOR

PROJECT: BHEL - BAP RANIPET
1 MLD SEWAGE TREATMENT PLANT

BHARAT HEAVY ELECTRICALS LTD
UNIT : BOILER AUXILIARIES PLANT, RANIPET – 632406
NEW PRODUCTS / DESALINATION

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED it must not be used directly or indirectly in any way detrimental to the interest of the company.

DEPT CODE		NAME	SIGN	DATE
9776	DRN	SS		20-Dec-11
	CHD	MSM		20-Dec-11
	APPD	MN		20-Dec-11

TITLE: PROCESS FLOW DIAGRAM

DEPT. | SCALE NTS | DRAWING NO. 3-WT-220-00036
SIGN
DATE
SHEET 1 OF 1 | REV. 00

Size A3

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	**NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE**	PAN NO.
02	**VENDOR CODE** (as in WORK ORDER)	
03	**Details of Bank Account:**	
A)	**NAME & ADDRESS OF THE BANK** (WITH PIN CODE)	
B)	**BANK TELEPHONE NUMBER** (WITH STD CODE)	
C)	**BANK BRANCH CODE:**	
D)	**MICR CODE**	
E)	**ACCOUNT NUMBER**	
F)	**TYPE OF ACCOUNT**	CURRENT / OD / CASH CREDIT
G)	**VENDOR NAME AS PER BANK RECORDS**	
H)	**BANK BRANCH RTGS IFSC CODE**	
I)	**BANK BRANCH NEFT IFSC CODE**	
J)	**VENDOR'S EMAIL ID** (give two ids)	
K)	**NAME OF AUTHORISED SIGNATORY**	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

_____
(Manager / Officer's Signature Under Bank stamp)
Authorisation No._____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

GENERAL CONDITIONS OF CONTRACT
FOR
LUMP SUM, ITEM RATE AND PERCENTAGE CONTRACT

Bharat Heavy Electricals Limited

BOILER AUXILIARIES PLANT
RANIPET

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CHAPTER -1

1.In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the SM/CP&S to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of SM/CP&S, or person deputed by him for the particular purposes.

f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM/CP&S authorized to invite tenders and enter into contract for works on behalf of the Company.

g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

k) In the case of Lump-sum Contracts **'**CONTRACTOR's PERCENTAGE' means the percentage offered by the Contractor as addition / deduction from the cost of building, or other works listed in Schedule "A" to provide a Lump-sum quotation for performance of the contract inclusive of all extra costs, profit, establishment charges, carriage, insurance etc., complete.

l) In the case of Percentage rate contracts “Contractor's Percentage" shall, if the context so permits mean the uniform percentage tendered by the Contractor and accepted by the Accepting Officer, and the expression **'CONTRACT RATE**' shall likewise mean the rates in the BHEL Schedule of Rate applicable as on date as adjusted by the said Contractor's percentage, if any.

m. **EMERGENCY WORKS'** means any urgent measures which in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure which become necessary for security.

n. **'PROVISIONAL SUM'** or "Provisional Lump-sum" means a Lump-sum included by the BHEL in the tender documents and represents the estimated value of work for which details are not available at the time of inviting the tender.

o **'PROVISONAL ITEMS'** means items for which approximate quantities have been included in the tender documents.

p. **'DAY WORK'** means an item of work requiring the employment of labour with, or without materials as the case may be which in the opinion of the Engineer-in-charge, is not capable of being evaluated by the accepted methods of measurement or assessment and is paid for on the basis of the actual labour and materials utilized on the particular item of work referred to.

q. The **'DATE OF CONTRACT'** shall mean the date /dates on which the parties to the contract have signed the contract agreement.

r. **MAINTENANCE PERIOD / GUARANTEE PERIOD** shall mean the period during which the contractor shall remain liable for satisfactory performance of the work under the contract, repair or replacement of any part of the work performed under the contract.

s. '**COST'** shall mean and include any liability, expenditure, overhead costs whether on the site or off the site incurred by BHEL.

The contractor shall be deemed to have carefully examined all the documents to his satisfaction. If he shall have no doubt as to the manner of the contract document, he shall obtain the details / clarification from **the Company** before signing the contract.

MANNER OF EXECUTION OF CONTRACT:

The contract shall be deemed to have come into force from the date of Letter of Intent unless otherwise provided in the Letter of Intent. Unless and until the contract agreement is executed, the Letter of Intent read in conjunction with the tender documents will constitute a binding contract.

CHAPTER - II
SCOPE OF CONTRACT

2. Heading to Contract:
The heading to these conditions shall not affect the interpretation thereof.

3. Contract Documents:

The Accepting Officer shall furnish to the Contractor on demand "FREE OF COST" three copies of signed Drawings and one copy of the signed agreement comprising of preamble to agreement, General and Special Specification, Schedule A,B,C & D etc., (but excluding General Conditions of Contract and Drawings) and three copies of all further drawing issued the progress of work.

However, for any additional copies of the agreement or drawings required by the Contractor, the same will be supplied on payment of the specified cost. The Contractor shall keep one copy of all the Drawings and the Specifications on the site and the Engineer-in-Charge or his representative shall be at all reasonable times to have access to them. None of these documents shall be used by the contractor for any purpose other than that of this contract.

3a. Secrecy

The Contractor shall take necessary steps to ensure that all persons employed by them on any work in connection with this contract have noted that the Indian Officials Secret Act 1923 (XIX of 1923) & any Company's guidelines issued from time to time applies to them fully and shall continue so to apply even after the execution of such work under this contract. All classified documents furnished to the contractor shall be returned to the Engineer-in-charge on the completion of works or the earlier determination of the Contract.

4. Works to be carried out
The Contract shall, except as provided under Schedules 'B' and 'C' include all labour materials, tools, plant, equipment, and transport which may be required in preparation for and in the entire execution and fuIl completion of the work. Schedule 'A' shall be deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials, carriage, cartage, lead, hoisting, setting and fixing in position and all other labour necessary for the entire execution and full completion aforesaid. Any error in description or quantity in Schedule 'A' or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract.

The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to prior written approval of the Engineer-in-Charge.

In the case of a discrepancy between schedule 'A' and the specification and / or the Drawings, the Accepting Officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which is in the opinion of the Accepting Officer, whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion of the work, such details shall be provided by the Contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

5. Provisional Items

The full amount of provisional Lump-sums and the value annexed to each provisional item inserted in the Tender Documents shall be deducted from the contract sum and the value of work ordered and executed there under shall be ascertained by measurement of valuation as for deviations.

No work under these items is to be begin without instructions in writing from the Engineer -in-charge.

The extent of quantities or items described as "Provisional" shall not be held to guarantee or limit the amount and description of the work to be executed by the Contractor either in respect of the items concerned or the work as a whole.

No addition or deduction shall be made by the Contractor to the amount of the provisional Lump-sum as included in the tender documents.

6. Deviations

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by not more than percentage set out in the tender documents. The value of all additions and deductions will be added to or, deducted from the contract sum, whenever the Accepting Officer intends to exercise such a right, his intentions shall specify the deviations which are to be made, the lump-sum assessment or the proposed basis of payment, the extra time allowed if any, and the date for completion of the entire contract.

Any objection to the Contractor to any matter concerning the order shall be communicated by him in writing to the Engineer-in-charge within seven days from the date of such order, but under no circumstances shall the work *be* stopped (unless so ordered by the Engineer-in-charge in writing) owing to differences or controversy that may arise from such an objection. In the absence such communication of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein, in the event of the contractor failing to agree with the Engineer-in-charge regarding the terms of the proposed deviation, the objection shall be referred to the Head of Civil Engineering Department whose decision shall be final, conclusive and binding on the contractor.

7. Time

Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time is and shall be **the essence of the contract** and is specified in the tender documents or in each individual Work Order. Time shall continue to be the essence of the contract even in respect of extension(s) that may be granted as per the terms of the Contract.

As soon as possible after the contract is let or any substantial Work Order is placed and before work order is to begin, the Engineer-in-charge and the Contractor shall
Agree to a Time and progress Chart. The Chart shall be prepared in direct relation to the time stated in the tender documents or the Work Order for the completion of the individual items thereof and the contract or order as a whole. It shall indicate the forecast of the dates for the commencement of the various trade processes or sequence of the work and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of the time imposed in the tender, document or order.

In the absence of any specific Time and Progress chart to be agreed to between the Contractor and Engineer-in-charge the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the Tender documents or Order and that the proportion of the work completed up to any time in relation to the entire work to be under the Contract or Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the Tender documents or Order.

The Contractor shall suspend the execution of the work, or any part or parts thereof whenever call upon in writing by the Engineer-in-charge to do so, and shall not resume work thereon until so directed in writing by the Engineer-in-charge. The Contractor will be allowed an extension of time for completion not less than the period of suspension. However, no other claim in this respect for compensation or otherwise, however will be admitted. Provided the cause for suspension is not attributable to any default of the contractor's part to proceed with or fulfill the contractual obligations. This may also be extended to allow for alteration of work made by the deviation order.

8. Stores and Materials

8.1 Materials to be supplied by the Contractor

The Contractor shall at his own cost and expense provide all materials required for the work other than those listed in Schedule-B which are to be supplied by Bharat Heavy Electricals Ltd.

All materials to be provided by the Contractor shall be brand new and in conformity with the specifications laid down in the contract and the Contractor shall if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-change, that the materials so comply.

The Contractor shall at his own cost and expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing, inform, the Contractor whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.

The Engineer-in-charge shall have full powers to requires removal of any or all of the materials brought to site by the Contractor which are not brand new and not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the Contractor's expense and risk. The Engineer-in-charge shall have full power to require other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be procured by other means. All costs, charges and expenses which may attend such substitution shall be borne by the contractor. All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the work from any source (excluding materials supplied by BHEL) shall be borne by the Contractor.

The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.

8.2 Materials to be supplied by BHEL

Materials which BHEL are prepared to supply are shown in Schedule-B which also stipulates place of issue and rate(s) to be charged in respect thereof. Soon after acceptance of the tender the Contractor shall agree in writing with the Engineer-in-charge *on* a phased programme of his requirements with regard to deliver of materials.

In the event of delay in supply of any Stores and materials mentioned in Schedule-B the contractor shall be entitled to reasonable extension of time as provided for under condition-9 but no claim for compensation or damage on any ground whatsoever shall be entertained by BHEL.

For the materials listed in Schedule-B the contractor shall give a reasonable notice in writing of his requirement to the Engineer-in-charge in accordance with the phased programme.

AII materials issued to the Contractor by BHEL for incorporation or fixing in the works shall on completion or on foreclosure of the works and before submission of bills, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and / or waste. If the Contractor is required to deliver such materials at a place other than the place less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by BHEL.

The Contractor shall bear the cost of loading, transporting to site, unloading storing under covered area as necessary, assembling and joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work of whatever description as may be required and of dosing preparing, loading and returning empty cases or containers to the place of issue.

If, in the opinion of the Engineer-in-charge (which shall be final and conclusive) any stores supplied by BHEL have either during currency of the work or after completion of the work whilst under the custody, of the contractor, becomes damaged to such an extend that they cannot be usefully utilized, either in the same work or in other works, the Engineer-in-charge shall not accept the stores and will recover the cost at the rates specified in the contract. The contractor shall not be entitled to any claim whatsoever on this account.

The Engineer-in-charge shall have access to the stores where materials issued by BHEL as per schedule -B of the contract is stored to ensure the balance stock of materials on hand after taking into consideration the materials used on the work is as per the issue and usage. If there be any discrepancy, the cost towards the same will be recovered at the **double recovery rate** indicated for the material concerned. This is without prejudice to and in addition to the overall reconciliation of materials to be made at the completion of work.

If on completion of works, the Contractor fails to return surplus materials out of those supplied by BHEL then, in addition to any other liability, which the Contractor would incur, the Engineer-in-charge may, by written notice to the Contractor, request him to pay within a fortnight of receipt of the notice for such un-returned surplus materials given in sub para-4.

The Contractor shall have to build a weather-proof shed for the storage of Cement (required for 15 days consumption of the work).

8.3 General

Materials required for the works, whether brought by the Contractor or supplied by BHEL shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe custody of materials shall be at the risk, cost and the responsibility of the Contractor.

Officials concerned with contract shall be entitled at any time to inspect and examine any materials intended to be used in or in the works either on the site or at factory or workshop or other places where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

All materials brought to the site shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advance if any, in respect of any such materials is fully recovered the Contractor shall at his own expense forthwith remove from the site all surplus materials out of originally supplied by him and upon such removal the same shall revert in and became the property of the Contractor

Should the Engineer-in-charge consider at any time during the construction or reconstruction prior to the expiry of the MAINTENANCE PERIOD that the stores or materials provided by the Contractor are unsound or of a quality inferior to that contracted for or otherwise not in accordance with Contract (in respect where of the decision of the Engineer-in-charge shall be final and conclusive) the contractor shall on demand in, writing from the Engineer-in-charge specifying the Stores or materials complained of not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the Stores or materials so specified and provide other proper and suitable stores or materials at his own expense, to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid the Engineer-in-charge may replace with others the Stores or materials complained of at the risk and expense in all respects of the Contractor. The liability of the Contractor under this condition shall not extend beyond the maintenance period aforesaid except as regards Stores or materials which the Engineer-in-charge shall have previously given notice to the Contractor to replace.

9. Delay and Extension of Time:

If, in the opinion of Engineer-in-charge the work is delayed:

i) by reason of abnormally bad weather, OR

ii) by reason of serious loss or damage by fire OR

iii) by reason of Civil commotion local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR

iv) by delay on the part of the agency or tradesman engaged by BHEL in executing work not forming part of this Contract OR

v) by reason of any other cause which in the absolute discretion of the Engineer-in-charge is (when he is the Accepting Officer of the Contract), beyond the Contractor's reasonable control, then in such cases the Accepting Officer, on the recommendation of the Engineer-in-charge or higher authority may make fair and reasonable extension in the completion dates of the individual items of work of the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer-in-charge in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-charge to proceed with the work.

10. Patent Rights

The Contractor shall fully indemnity BHEL or the agent, servant, employee of BHEL against any action, claim or proceeding relating to infringement or the use of any patent or design *or* any alleged patent of design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the Contractor. In the event of any claim, being made or action brought against BHEL or any agent, or servant or employee of BHEL in respect of the matters aforesaid the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the **BHEL** but the Contractors shall pay any royalties payable in respect of any such use.

11. Tax & Duties

BHEL will deduct all tax & duties for TDS of GST & IT

12. Royalties

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the Contractor may be allowed to remove from quarries situated on land which is in charge of the BHEL authorities.

13. Plant & Equipment:

The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

14. Assignment of Transfer of Contract

The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

a. Sub-Contract
The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

15. Compliance to Regulations and Bye-Laws

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

CHAPTER -III

PERFORMANCE OF THE CONTRACT

16. Security deposit

a) The rate of Security Deposit (SD) will be 5% of the contract value.

b) 50% of the required Security Deposit, including the EMD, shall be collected before start of the work from the Contractor. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

c) The security deposit may be furnished in any one of the following forms:

1) Local cheques of scheduled banks, subject to realization.

2) Pay order / Demand draft / Electronic fund transfer in favour of BHEL,

3) Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

4) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back and lieu marked by the bank in favor of BHEL.

5) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged in favour of BHEL and discharged on the back).

EMD of the successful tenderer can be converted and adjusted against the security deposit.
The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against Serial No.4 & 5 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.)

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

Security Deposit shall not carry any interest.

17. Orders Under the Contract

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

18. Admission to Site

The contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the contractor will not be allowed to extend his operations beyond these areas The Contractor shall provide if necessary or required at the site, temporary access thereto and shall alter, modify and maintain the same as required from time to time. He shall clear away the access route when no longer required restoring the area to its original condition.

The Engineer-in-Charge shall have power to execute other works (whether or not connected with the work, in the contract agreement) at the site contemporaneously with the execution of the original work and contractor shall give reasonable facilities for this purpose.

BHEL reserves the right of taking *over,* at any time, any portion of .the site which they may require and the contractor shall at his own expense clear such portion forthwith. No photographs of the site or of the work or any part there of shall be taken or published or otherwise circulated without the prior approval of the Engineer-in-charge.

No such approval shall however exempt the Contractor from complying with any statutory provision in regard to the taking and publication of such photographs.

BHEL Officials connected with the Contract shall have the right of entry to the site at all times.

Engineer-in-change shall have the power to exclude from the site any person whose admission there to may, in his opinion is undesirable for any reason whatsoever.

The Contract shall be governed by the security regulations of BHEL including the entry or exit timings as may be in force from time to time. The Contractor should follow these regulations strictly and no claims for any additional payment whatsoever will be entertained in this regard under any circumstances.

19. Contractor's Supervision

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SM/CP&S to act in his stead.

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

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SM / Civil Projects & Services or the OFFICER-INCHARGE, to receive instructions.

The SM/CP&S shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

20. Labour Laws

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

21. Safety Rules

The Contractor shall comply with all safety rules of BHEL and deploy qualified safety Officer in full time at site works.

22. Water, Power, Compressor Air

The Contractor shall allow in his Tender and provide at his cost all water, power, compressed air required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water etc for all purposes connected with the work.

In the event of a provision existing in the Tender documents for supply of water, power and compressed air on payment by Bharat Heavy Electricals Limited, the same will be supplied from the BHEL supply system or other sources. at any points fixed by the Engineer-in-charge on the site of work, the contractor shall make necessary arrangement for lifting, pumping, carrying or Conveying the the same as .'required at his own cost. **The levy of charges to be borne by the contractor in such case shall be specifically mentioned in the tender documents.**

In the case of work to be carried at BHEL customer's site, the terms and conditions on the provision of power, water and compressed air will be subjected to BHEL contract with customer and tender conditions.

23.Temporary workshops, Stores Etc.,

The Contract shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops. Offices etc., required for the proper and efficient execution of the work. The planning, and erection of these buildings shall have the approval of the Engineer-in-charge and the Contractor shall at times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer- in -charge.

On completion of the work all such temporary building shall be cleared away and the site restored and left in a dean and tidy condition to the entire satisfaction of the Engineer - in - charge.

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24.Tools and Plant on site

All tools, plant and equipment brought to. the site shall not be removed from the site without the prior written approval or the Engineer-in-charge. When the work is finally completed or the contract is determined for reasons other than the default of the contractor he shall, forth with remove from the site all tool plant, equipment etc.. (other than those as may have been provided by BHEL)

25. Statements of Hire Charges

A monthly detailed statement of the hire charge incurred in respect of BHEL tools, plant, equipments etc. shall be given to the Contractor by the Engineer-in-charge.

26. Precautions Against Risks

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

27. Notices and Fees

The Contractor shall give all notices required by any Statutory provision or by the regulations and for bye-laws of any local / or of any same are or will be connected. The contractor shall pay and indemnify BHEL against any statutory fees and charges payable under such Acts, Regulation and / or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

28. Setting out of the works and Protective and Maintaining signals and works

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work, the contractor shall at his own expense set accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras or additions there to and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals on the surface alignment stones, milestones and all similar marks whether put in by BHEL Authorities for the purpose of checking the Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the Contractor who shall at his own expense take all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary be replaced by the Engineer-in-charge at the Contractor's expense and the cost thereof be deducted from any money then or thereafter becoming due to the Contractor

Where requested by the Contractor, the level marks, center line and chain age pegs corresponding to those shown on the Drawing will be pointed out to the Contractor on the ground but all bench marks or chain age pegs additional to those shown on the Drawing will be set out by BHEL authorities.

29. Site Drainage

All water that may accumulate on the site during the progress of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.

30. Excavation, Relics, etc.

Materials of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as Engineer-in-charge directions.

All gold, silver, oil and other minerals of any description and all precious stones coins treasures, relice, antiquities and other similar items which may be found in or. upon the site shall be the property of Bharat Heavy Electrical Limited and the contractors shall duly preserve the same to the satisfaction of the BHEL and shall from time to time deliver the same to such person or persons as the BHEL may appoint to receive the same.

31. Foundations

The Contractor shall not lay any, foundations until the excavations for the same have been examined and approved in writing by the Engineer - in-charge.

32. Covering in work

The Contractor shall give reasonable notice in writing to the Engineer - in-charge whenever any work is to be permanently covered up or concealed, whether by earth or other means so that it can finally be inspected or measured, if necessary. In default of so doing, the Contractor shall if required by the Engineer-in-charge un-cover such work at his own expense.

33. Approval of Works by Stages

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

34. Execution of the work

The work shall be executed in a workman like manner and to the satisfaction in all respects of the Engineer-in-charge.

The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the works in a "**Work Site Order Book**" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instruction by signing the relevant entries in this book. Such entries will rank as order to notices in writing the intent and meaning of these conditions.

35. Day Work

No ‘day – work’ shall be performed without the prior written instructions of the Accepting Officer.

The Contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day-work and shall deliver to the Engineer-in-charge within two days of the end of each pay week a return in duplicate giving full detailed accounts of labour and materials for the pay week. One copy of each of these returns, if found correct will be certified by the Engineer-in-charge and returned to the Contractor and must be produced at the time of adjustment of accounts.

An Invoice in duplicate signed by the Contractor or his agent shall be sent with each delivery of materials for day-work and the Contractor will be furnished with receipt signed by the Engineer-in-charge specifying the description, quantities, weight or measurement (as the case may be) of the articles approved, reference will made in this receipt in the return aforesaid and the Contractor's Bill.

In the case of Lump sum Contracts, the rates to be charged and the percentage addition for profit and establishment charges etc. will be agreed upon between the Accepting Officer and the Contractor prior to the execution of the work.

36. Inspection of the Work

BHEL Officers concerned with the contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect}. Where of the decision of the Engineer-in-charge shall by final and conclusive the contractor shall, on demand in writing from the Engineer-in-charge specifying the fault not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or removed and reconstruct the work so specified in whole or in part a& the case may require at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period lo be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge whose decision shall be final and binding may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

37. Responsibility for Building

In the event of any building or part of any building being handed over to the' Contractor for the execution of work there to under the provisions of the Contract he shall give a written receipt for all fixtures, glass etc., and he shall be required to make good at his own expense all damages resulting from the cause whatsoever while in his charge and on completion of the work to deliver the said building or part thereof in a clean state complete in every particular to the entire satisfaction of the. Engineer-in-charge.

38. Insurance

The contractor shall, within one month after the date of acceptance of the contract, insure the work on **"all risks" basis** against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer, from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer-in-charge. The cover shall also include whenever necessary the risks of testing including breakdown or explosion or plant and machinery undergoing testing, trial and commissioning operations. The insurance shall also specifically cover removal of debris cost. The sum Insured shall represent the estimated full value of the contract work inclusive of value of free supply materials by BHEL, transport charges, customs dues, express freight, overtime charges, cost of erection, value of constructional plants and machinery; removal of the debris and excavation of costs. Where the contract includes a maintenance period, the Insurance cover shall specifically include the Contractor's liabilities during the maintenance period. The insurance shall also be extended to cover third party personal injury and property damage for a sum to be specified by BHEL.

If the contractor fails to comply with the terms of this condition, the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance payment to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Engineer-in-charge.
In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions, after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL's property etc.

39. Damage & Loss to Private Property & Injury to Workmen

The Contractor shall at his own expense reinstate and make good to the satisfaction of the SM/CP&S and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

40. Completion:

The works shall completed to the entire satisfaction of the Engineer - in -charge and in accordance with the Contractor's forecast of Time and progress where operative, and all unused stores and materials, tools, plants equipment, temporary Building and things shall be removed from the site and work cleared of rubbish and all waste materials and leveled up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Schedule date of completion.

The BHEL shall have power to take over from the Contractor from time to time such sections of the Work as have been completed to the satisfaction of the Engineer-in-charge. I n such an event, the contractor is not entitled for any extension of time or any other compensation for executing the balance work In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contracted, that is BHEL to take such action as it deems fit to clear, dispose of such properties, assets or such waste materials and charge the Contractor any expenses Incurred thereon.

The Engineer-in-charge shall certify to the Contractor the date on which the work is completed and the state thereof.

The Engineer-in-charge shall also certify to the Contractor the state of the work at the end of maintenance period, where applicable.

41. Compensation for delay

If the Contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also be applicable to items or groups of items for which separate period of completion has been specified.

For the purpose term "Contract Value" shall be the value at contract rates of the work or ordered,

a) Completion period (as originally stipulated) not exceeding 6 months	at 1 percent per week
b} Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years	at ½ percent per week
c) Completion period (as originally stipulated) exceeding 2 years	at ¼% percent per week

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

a) Completion period *(as* originally stipulated) not exceeding 6 months	10 percent
b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years	7½ percent
c) Completion period (as originally stipulated) exceeding 2 years	5 percent

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

Over run charges: Notwithstanding anything contrary. BHEL shall not be liable over run charges for any reason whatsoever.

42. Laws Governing the Contract

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

43. Cancellation of Contract for Corrupt Acts

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall: -

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

OR

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

OR

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

44. Risk Purchase Clause

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by SM/CP&S or his authorized officials and continues in that state after a reasonable notice from SM/CP&S or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by SM/CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SM/CP&S or the same shall be recovered from the Contractor by other means.

45. Cancellation of Contract for Insolvency Assignment of Transfer of Sub-Letting of Contract

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

If the Contractor,

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

OR

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

OR

c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SM/CP&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SM/CP&S or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the SM/CP&S whose decision shall be final and conclusive.

46. Cancellation of Contract in Part or Full for Contractor's Default

If the Contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from SM/CP&S or his authorized representative;

b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;

c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by SM/Stores which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SM/CP&S or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the SM/CP&S whose decision shall be final and conclusive.

47. Termination of Contract on Death of contractor

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

48. Special powers of Determination

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the SM/CP&S shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

He shall be paid at contract rates for the full amount of the executed including such additional works, e, g. clearing of site, etc., as may be rendered necessary by the said foreclosing**. *He shall also be allowed a reasonable payment (as* decided by the Accepting office)** for any expenses sustained on account of labour and 'materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the contractor have any claim for compensation on account of any alterations have been made fn the original specifications, drawings, designs and instructions, involving any curtailment of the work as original contemplated.

“If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

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CHAPTER - IV

VALUATION AND PAYMENT

49. Records and Measurements

All items having a financial value shall be entered in the BHEL Measurement Book (MB)so that a complete record is obtained of all works performed under the contract. Buildings, etc., priced in schedule 'A' as a unit Lump-sum will be entered by number at the unit Lump-sum.

Work carried out for agreed Lump-sum will be described and similarly recorded

Lump-sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL "under the contract"

Work, which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements **shall be taken jointly** by any person duly authorized on the part of the BHEL and-by the contractor.

The engineer -in-charge shall give reasonable notice in writing to the contractor the date of appointment of measurement.

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

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

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

If as a result of such objection, it becomes necessary to re-measure the work wholly or impart the expense of such measurement shall be borne by the party requiring the measurement.

Measurement to be re-taken provided that a net error is found by this re measurement to amount to less than 5% (Five percent) of the value as-recorded by the first measurement .But where the net errors amount to 5% and over of the said value then the cost is to be borne by the other party. In any case if the net value of errors found exceeded to Rs. 500 the expense or re-measurement is said to be borne by th other party. If the contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case those measurements shall be considered as accepted by the contractor as final. The contractor shall, once in every month submit to the engineer-in-charge with a copy to the Accepting officer details, of his claims for the work done by him up to and including the previous month, which are covered by his contract agreement in any of the following respects.

a) Deviation from the items and specifications provided in the contract documents.

b) Extra Items / Items of work,

c) Quantities in excess of those provided in the contract schedule.

d) Items in respect of which rates have not been settled. He should, in addition furnish a clear certificate to the effect **that** the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of work done up to and including the period under report.

Except where any general to detailed description of the work in quantities expressly shows to contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates specification not withstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specification, measurement shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard institution or as per Standard engineering practice,

50. Valuation of Deviations

Rates for deviated items of work will be fixed as follows:

1. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractor's Schedule but is covered by B.H.E.L schedule of Rates the payable for such a fresh item will be derived from B.H.E.L. Schedule by the method of proportion as follows:

a) In the same proportion to the BHEL Schedule of rates as the tendered rate for the nearest analogous item of work in contractor's schedule bears to rate for the particular analogous item of work in BHEL schedule of rates. However in case of nearest analogous item of work in contract schedule forms part of individual chapter of the BHEL schedule of rates the above proportion will be worked out only for such items which are found both in contract schedule and BHEL Schedule of rates as group of items under the chapter.

b) If a single appropriate analogous item of work is not available in both schedule (contractor's and BHEL schedule) then the method of proportion will be applied to the nearest analogous group items available in both the schedule referred to i,e., in the same proportion as the total tendered cost of that particular group of item (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities and BHEL Schedule of Rates.

c) If even an appropriate analogous group of items is not available in contractor's schedule and BHEL Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the schedule and for which orders have been placed on the contractor i. e., in the same proportion as the total cost of all these items of work (the work of the products of the tendered rates and the quantities for which order are placed) bears to the total cost of the same items and quantities all the BHEL schedule of rates.

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

In the case of the contracts for which the Engineer-in-charge is the Accepting officer ail disputes regarding the settlement of rates of deviated or new items or work shall be referred to the Head of Civil Engineering Department whose decision shall be final and conclusive as the case may be.

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

51. Reimbursement / Refund on Variation in Price, Materials

If after submission of the tender and / or during the progress of the works, the price of any material (not being a material supplied from the BHEL store in accordance with the conditions of the contract) is increased or decreased by an Act of Legislature (central or state)and / or any notification there under or on account of new duties or levies such as Octroi or on account of increase or decrease in such duties affecting the price of materials required for incorporation in the works and made from materials of which the price has increased or decreased as aforesaid and the contractor has thereupon to pay in respect of such material or item, a price which is higher or lower than the price of that material or item as prevailing immediacy before the passing of such act or levying, increasing / decreasing of such duty, then BHEL shall increase in price or the duly reimbursed to the contractor the increase in price *at* additional or increased duty paid by the contractor and in case of decrease in price the BHEL shall be entitled to a refund of the reduction in the price or the reduction in duty. **This will be applicable only for material, which are directly incorporated on the work**, the contractor shall however indicate the assumption he has made while submitting the tender. However no reimbursement or refund shall be made if the increase / decrease is not more than + 10% of the said price, and if so the reimbursement or refund shall be made only / on the excess over + 10% provided always that any such increase shall not be payable if, in the opinion of the Accepting officer (whose decision shall be final and conclusive) the increase is attributable to the delay in the execution of the contract with the control of the contractor or that any such Increase has become operative after the contracted/ or extended dated of completion of the works or items of work in question.

The Contractor shall, for the purpose of this condition, keep such books of account and other document as are necessary to show the amount of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorized representative of the BHEL and further shall at the request of the Engineer-in-charge furnish for verification such other information as the Engineer-in-charge may require.

The Contractor shall within a reasonable time of his becoming, aware of any alteration in the prices of any such materials give notice thereof in writing to-the Engineer-in-charge stating that the rate is submitted in pursuance to this condition together with all information relating thereto which he may be in a position to supply.

Except for the variation in prices as aforesaid, the contract price shall remain fixed during the tenure of the contract, unless specifically provided for in the special conditions of the contract.

52. Advance on account

No payment shall be made for work estimated to cost less than Rupees ONE THOUSAND till after the whole of the work shall have been completed and a certificate of completion given by the Competent authority.

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

The Contractor shall be paid in respect of such claims to the extent approved and passed by the Engineer-in-charge subject to a maximum of 90% of the value of the work actually executed to the satisfaction of the Engineer-in-charge. The certificate of the Engineer-in-charge regarding such approval and passing of the sums so payable shall be final and conclusive against the contractor.

Notes:

"After the full amount of Security Deposit is made up through the 10% deduction from On account bills, 100% payment of all subsequent bills may be made to the contractor, subject to statutory deductions

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion *of* the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection there with and are adequately stored and or protected against damage by weather or other, causes, but which have not at the time of payment of the advance been incorporated the work on furnishing a formal **hypothecation deed**. Payment of such advances, however shall be purely at the discretion of the Accepting Officer provided always that payment shall not be made under these periodical certificate in respect of perishable materials like lime, cement, timer, sand, kankar, etc.

Any sums, due from the Contractor on account of Tools and Plant, stores or any other items provided by BHEL shall be deducted from the respective advances. The Engineer-in-charge shall from time *to* time certify the sums payable to the Contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified *or* corrected by any subsequent interim certificate or by the final certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work or materials it relates are in accordance with the contract. All such intermediate payments shall be regarded as advance against the final payment only and shall not be considered an admission of the performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

Such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the account or otherwise or in any way vary or affect the contract.

53. Final Bill

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL forms, in duplicate.

It shall be accompanied by all abstracts, vouchers, etc, in support there of add shall be prepared in the manner prescribed by the Engineer-in-charge.

No claims will be entertained after the receipt of the final bill.

The Final bill is to be submitted within 90 days of completion of work or within the time period extended by the Officer –In-Charge. No claim of any nature will be entertained thereafter.
The Contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to certification of the final bill by the Engineer-in-charge. Any sums due from the Contractor on account of Tool and Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.
No charge shall be allowed to the Contractor on account of the preparation of the final bill.

54. Submission of Bills by Contractor

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SM/CP&S separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

a) Deviation from the items provided in the contract documents.

b) Extra items / new items of work.

c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

55. Payment of Bills

All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by SM/CP&S.

56. Recovery from Contractor

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

57. Post Technical Audit of Work and Bills

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

58. Refund of Security Deposit

The Security Deposit mentioned in condition 16 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

59. Force Majeure Clause

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the SM/CP&S subject to prompt notification by the contractor. However, Force Majeure shall not include the following circumstances:

a. mechanical breakdown of equipment's of the Contractor of whatsoever kind not resulting itself from an event of Force Majeure;
b. Financial distress of Contractor or its subcontractor, lack of funds or the inability of the Contractor to make payments in the manner specified herein;
c. inclement weather;
d. any event or circumstance that makes performance by the Contractor merely uneconomic or commercially impracticable including without limitation due to recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;
e. any act or omission or default on the part of a subcontractor or a vendor that is not itself attributable to an event of Force Majeure (as defined herein); and
f. the imposition of sanctions by any governmental authority due primarily to the failure of the Contractor to comply with any Applicable Laws.

60. Conciliation

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
Notes:
1.No serving or a retired employee of BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2.Any other person{s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and the rules as provided at http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme-06-10-18.pdf
("Conciliation Rules").
The Conciliation Rules together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.
The Contractor agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Conciliation Rules to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Conciliation Rules with effect from the date as intimated by BHEL to it.

61. Arbitration

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the SM/CP&S or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitration by a sole Arbitrator to be appointed by the Unit Head of BHEL Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract.

The place of Arbitration shall be Ranipet. The venue of Arbitration may be at such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

62. Jurisdiction of Court

Subject to the provisions of the contract relating to arbitration, for the purpose of Court proceeding, if any, same shall be in the Court having jurisdiction over Ranipet - 632 406. (Vellore District, Tamilnadu).

63.Signing of Contract

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Goods and Services Tax Act and all other applicable Acts shall be complied with by the Contractor.

Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Without prejudice to any other right of BHEL, BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.

No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL

For every month, the Contractor shall prepare and submit bills in the succeeding the month within one week from the date of certification of quantity by user department.

Any billing related to query, clarification, document requirement, etc., shall be resolved in one go by the Contractor within one week from the date of intimation.

64. Health, Safety & Environment Policy

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

Compliance with applicable Legislation and Regulations.

Setting objectives and targets to eliminate/control/minimize environmental pollution, risks due to Occupational Health and Safety Hazards.

Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals,

Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication.

Regular evaluation and pro-active measures for prevention & control environmental pollution/accidents/occupational diseases.

Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.

Formulation and maintenance of HSE Management Programs for continual improvement.

Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.

Communication of HSE Policy to all employees and interested parties.

Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

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CHAPTER - X

Annexure – V

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL

1. The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer – in – charge.

2. The Contractor shall pay to labour employed by him, either directly or through sub-contractors, wages not less than fair wages, as defined in the Contractor's Labour Regulations.

3. The Contractor shall in respect of labour employed by him, either directly or through sub-contractors, complies with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

4. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.

5. The Contractor shall be liable to his contribution and the employee's contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

6. The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made a from his or their wages which are not justified by the terms of the Contract of non-observance of the said Contractor's Labour Regulations.

7. The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

8. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

9. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

10. The contractor shall not employ in connection with the work any person who has not completed 18 years of age.

11. The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.

    (a) The contract labour (Regulation and abolition Act 1970) and the related Tamilnadu Rules.

    (b) The minimum wages Act1948 and the related Tamilnadu Rules.

    (c) The payment of wages act 1936 and the related Tamilnadu Rules.

    (d) The Factories Act 1948 and the related Tamilnadu Rules.

    (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.

    (f) The Employees State Insurance Act 1948.

    (g) The workmen's Compensation Act 1923.

    (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made thereunder from time to time.

And any other law or modifications to the above or there to the Rules made thereunder from time to time.

12. **REGISTRATION AND LICENSING**:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

(a) The name of the contractor.
(b) Nature of contract work.
(c) Period of work.
(d) Number of maximum labour employed by him on any one day.
(e) License No. and date (applicable in case of contractors employing 20 or more worker)
(f) Whether enrolled for PF, ESI etc., and enrolment no. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

13. The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories/Assistant Commissioner of Labour as the case may be). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.

14. The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer

and/or occupier of the factory and shall render all necessary assistance for the same.

15. The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.

16. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.

17. The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

WAGES

18. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time (Normally the revision will be with effect from 1st April of every year) for the employment in General Engineering & Fabrication Industry.**

    The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e.) Payment of minimum wages as mentioned above.

19. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.

20. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month

21. All Payment of wages shall be made on working days on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.

22. Where the employment of worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

23. Wages due to every worker shall be paid to him direct or to the person authorized him in this behalf. All wages shall be paid in current coin or in both / Remittance of payment in bank account of the workers.

24. The Contractor shall ensure the disbursement of wages in the presence of authorized representative of BHEL Management / Remittance of payment in bank account of the workers.

25. The above payment shall be verified by the authorized office / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No……. has been paid to the workmen concerned in the presence on ……. at…….

26.A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form “A“ enclosed. Copy of proof of remittance of payment in bank account.

27. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.

28.Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and work at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form:

a. Serial Number.
b. Location.
c. Period of work.
d. No. of days worked.
e. No. of man worked.
f. Wages paid to workers.

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

29.The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Tamil Nadu Rules thereunder shall be maintained by each contractor.

a. Register of persons employed by the Contractor.
b. Employment Card.
c. Service Certificate.
d. Muster Roll, Wage Register, Deduction Register, wage slip, Overtime Register, register of Fines, Register of Advances etc.,

30.The Contractor shall display the abstract of the Contract Labour (Regulation & Abolition) Act and the Rules thereunder both in English and Tamil.

31.Half yearly Return shall by the Contractor in duplicate to the Licensing Officer.

32.The Contractor shall submit the returns required under the Contract Labour (Regulation * Abolition) Act 1970 periodically to BHEL Management.

33.The Contractor shall without fail give up to date information in writing to the attendance of the workers employed by him.

34.The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.

35.All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

36.No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said say.

37.The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the way of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen and booked for work Sunday.

38.The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.

39.The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

40.The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1st May 15th August and 2nd October.

41.The Contractor shall ensure that his workmen vacate the premises after the shift is over.

42.The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the reminder of the calendar year. This leave will be admissible only during the subsequent calendar year.

43.No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.

44.The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contractor Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

45.Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in chare immediately and ensure the compliances of ESI / workmen's compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.

46.The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from general should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act).

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

47.The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and producer to BHEL such Registration Number / Enrolment Number before executing the contract work.

48.The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employee's contribution pursuance of the above scheme as time. The Contribution payable presently is 1.75% wages to be recovered from his workmen and 4.75% of wages to be contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the higher multiples of five paise.

49.The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

50.The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

51.The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.

52.The Contractor shall with seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.

53.Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit, the contractor shall immediately thereafter such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.

54.The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all loses, claims, prosecutions under any law.

55.In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

56.Non-exercise of any of the powers of rights available to BHEL hereunder to under any law shall not in any way operate as waiver thereof.

Note: The Specimen forms for the following are available in BHEL.

1) Form “A” - Payment Certificate.
2) Form IV - Application for License.
3) Form XIII - Register of Workmen employed by contractor.
4) Form XIV - Employment Card.
5) Form XV - Service Certificate.
6) Form XVI - Muster Roll.
7) Form XVII - Register of wages.
8) Form XIX - Wage up.

57.MODEL RULES FOR LABOUR WELFARE

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

58.POLICE VERIFICATION

The Contractor shall obtain police verification of all his contract workers and submit the same to BHEL at the commencement of work. The Contractor shall not deploy any contract worker without such police verification.

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FORM - IV

(See Rule 21 (1*}* of Tamil Nadu Contract Labour Rules) Application for License

1. Name and Address of the Contractor (including his Father's Name in case of Individuals)

2. Date of Birth and age {in case of Individuals)

03. Particulars of Establishment where Contract Labour is to be employed

   a) Name and Address of the Establishment

   b) Type of business .trade industry manufacture

   c) Number and date of certificate of Registration of occupation, which is carried on the Establishment under the Act.

   d) Name and address of the Principal Employer

4. Particulars of contract labour :

   a) Nature of work in which contract labour is employed or is to be employed in the establishment

   b) Duration of the proposed contract work (give particulars of proposed date of commencing and ending)

   c) Name and address of the agent or Manager of contractor at the worksite

   d) Maximum No. of contract labour proposed to be employed in the establishment on any date

5 Whether the contractor was convicted of

any offence within the proceeding rive years, jf so give details:

6 Whether there was any order against the contractor revoking or suspending license or forfeiting security deposit in respect of an earlier contract if so the date of such order:

6. Whether the contactor has worked in any other establishment within the past five years, if so, give details of the principal employer Establishment and nature of work:

8. whether a certificate by the principal Employer in form V is enclosed :

9. Amount of license fee paid No of Treasury challan and Date :

10 Particulars of security deposit if any, requested to be adjusted, including Treasury Receipt number :

11. The amount of security deposit or balance if any after adjustment of amount to be refunded under rule 31 deposited with treasury Receipt Number and date :

DECLARATION

I hereby declare that the details above are correct to the best of my knowledge and belief.

PLACE :
DATED :

SIGNATURE OF THE APPLICANT
[CONTRACTOR]

NOTE : The application should be accompanied by a treasury Receipt for the appropriate amount and a certificate in Form V From the principal employer.
(To be filled in the office of the Licensing officer) Date of receipt of the application with challan for fees / security Deposit.

SIGNATURE OF THE LICENSING OFFICER CONTRACTOR

FORM-XIII

See Rule 75 of Tamil Nadu Contract Labour Rules 1975}

Register of workman employed bv contractor

Name and Address of the Contractor :

Name and location of work :

Name and address of establishment in, /under which contract is carried on

Name and address of Principal Employer

1. Serial Number
2. Name and surname of workman
3. Age and sex
4. Father's / Husband's Name
5. Nature of Employment /Designation

06. Permanent Home address of workman (village Taluk and District)

7. Local Address :
8. Dale of commencement of Employment :
9. Signature or Thump Impression of workman
10. Date of termination of Employment :

FORM - XIV

(See Rule 76 of Tamil Nadu Contract Labour Rules) EMPLOYMENT CARD

Name and Address of contractor : Name and address of Establishment in/under which contract is carried on _____

Mature of work and location of work : Name and address of Principal Employer

1. Name of the workmen

2. SI. No. of register of workmen employed

3. Name of Employment / Designation

04. Wage rate (with particulars of unit in case of Piece work) :

5. Wage period

6. Tenure of Employment

7. Remarks

SIGNATURE OF CONTRACTOR

FORM - XV

Rule 77 of Tamil Nadu Contract Labour Rules} SERVICE CERTIFICATE

Name and Address of the contractor

Name and address of Establishment in/under which contract is carried on

Name and location of the work

Name and address of the workman

Name and address of Principal Employer

Age or Date of Birth

Identification marks Father's / Husband's

Name

Sl.No	Total period for which employed		Nature of work done		Rate of wage (with particulars units in case of piece of work	Remarks
	From	To				
(1)	(2)	(3)	(4)	(5)	(6)	(7)

SIGNATURE

FORM - XVI

(See Rule 78 of Tamil Nadu Contract Labour Rules) MUSTER ROLL

Name and Address of contractor : Name and address of Establishment in/under which contract is carried on _____

_____

Nature of location of **the** work : Ma me and address of Principal Employer __

For the Month of

Sl. No	Name of workmen	Father's/Husbands Name	Sex	Dates 1 2 3 4 5	Remarks
(01)	(02)	(03)	(04)	(05)	(06)

SIGNATURE OF CONTRACTOR

FORM - XVII
(See Rule 78(1) (a) (i) of Tamil Nadu Contract Labour Rules)

Register of wages

Name and Address of the Contractor :

Nature and location of work :

Name and address of establishment in/under

which contractor is carried on :

Name and address of Principal Employer :

Wage Period : MONTHLY

1. Serial Number :
2. Name of workman :
3. SL No. in Register of workman :
4. Designation / Nature of work done :
5. No, of days worked :

06 Units work done :

07. Daily rate of wages / Piece rate ;

6. Basic wages :

9. Dearness allowance :
10. Overtime :
11. Other cash Payment
    (Nature of payment to be indicated) :
12. Total :
13. Deductions, If any [indicate nature] :
14. Net amount paid :
15. Signature / Thump impression of workman :
16. Initials of contractor or his representative :

CONTRACTOR

FORM - XIX

(See Rule 78(1) (b) of Tamil Nadu Contract Labour (Rules)

Wage Slip

Name and Address of Ihe Contractor

Name and Father's / Husband Name of the workman ____

Name and location of work

For the week / Fortnight / Month ending

01. No of days worked

02- No. of units worked in case of piece rate workers

03. Rate of daily wages /piece rate

04. Amount of over time wages

05, Gross wages Payable

06, Deductions, if any

07. Net amount of wages paid

INTIALS OF THE CONTRACTOR OR HIS REPRESENTATIVE

FORM - XX

(See Rule 78(1) (a) (i) of Tamil Nadu Contract Labour Rules)

Register of deductions to damage

Name and Address of the Contractor :

Mature and location of work ;

Name and address of establishment in/under which contractor is carried on :

Name and address of Principal Employer :

1. Serial Number ;
2. Name of workman :
3. Father[1]s / Husband's Name :
4. Designation / Nature of employment :
5. Particular of damage or loss :

0B- Date of damage or loss :

07. Whether workman showed cause against deduction ;

8. Name of person in which presence employee's explanation was heard :
9. Amount of deduction imposed :

Date of Recovery

10. No. of installments imposed :
11. First Installments :
12. Final Installments. :
13. Remarks :

FORM-XXI

(See Rule 78(1) (a) *(ii)* of Tami Nadu Contract Labour Rules) Register of Fines

Name and Address of the Contractor Nature and location of work

Name and address of establishment in/under which contractor is carried on

Name and address of Principal Employer

1. Serial Number
2. Name of workman
3. Father's / Husband's Name
4. Designation / Nature of employment'
5. Act / Omission for which fine imposed

06 Date of offence

07. Whether workman showed cause against fine

03. Name of the person in whose presence employee's explanation was heard

9. Wage period & Wage payable

10. Amount off me imposed

11. Date on which fine realized

12 Remarks

FORM - XXII

(See Rule 78 (1) (a) (ii) of Tamil Nadu Contract Labour Rules)

Register of Advance

Name and Address of the Contractor ;

Nature and location of work :

Name and address of establishment in/under which contractor is carried on :

Name and address of Principal Employer :

1. Serial Number :

2. Name of workman :

3. Father's / Husband's Name :

4. Designation / Nature of employment :

5. Wage period and wages payable :

6. Date and amount of advance given :

7. Purposes (s) for which advance made :

08 No, of installments by which advance to be repaid

9. Date and amount of each installment repaid :

10. Date on which installment was repaid :

11. Remarks :

FORM-XXIII

(See Rule 78(1) (a) (iii) of Tamil Nadu Contract Labour Rules)

Register of Overtime

Nam e and Address of the Contractor :

Nature and location of work :

Name and address of establishment in/under which contractor is carried on :

Name and address of Principal Employer :

1. Serial Number :
2. Name of workman :
03 Father's / Husband's Name :
4. Sex :
5. Designation / Nature of employment :
6. Dates on which overtime worked ;
7. Total overtime worked or production in case of piece -rated
8. Normal rate of wages
9. Overtime rate of wages
10. Overtime earning
11. Date on which Overtime wages paid
12. Remarks

PAYMENT CERTIFICATE

FORM "A"

Certified that :

1. I as contractor of .....
have made payment to all contract Labourers in full in respect of contract No ..... as per terms of my contract and in no case less than the rates applicable up to the period ending.

2. *The* above payment have been made by me in the presence of the authorized representative of.....
of ..... for ..... : .....
Employees amounting to Rs .....

3. The necessary payment registers attendance register / Form *A? .* Leave register/ book under Labour and industrial Law and other relevant have been maintained by me and available with me for production as and when required.

4. No payment is due / outstanding to any contract Labourers engaged by me in respect of the aforesaid contract up to the period ending……..

CONTRACTOR

NAME DATE

SUPERVISOR

NAME DESIGN
DATE

COUNTERSIGNED OFFICER INCHARGE

NAME
DESIGN
DEPT.

CHAPTER - IX

ANNEXURE VI: GENERAL SAFETY PRECAUTION TO BE FOLLOWED AT WORK SITE DURING EXECUTION TO BE TAKEN BY THE CONTRACTORS

The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract. The following safety measures should be strictly adhered to during execution of works at sites.

1. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.

2. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.

3. No material of any kind shall be dropped or allowed to be dropped from any height.

4. Defective ladders shall not be used at all.

5. All excavations must be barricaded and red lamps must be provided.

6. No work should be taken up of execution inside shop floor / factory premises, without obtaining necessary work permit.

7. Providing helmet for high level work

8. All personal protective equipment conforms to standard specification as per the details given in the code of conduct.

9. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.

10. Providing dust or fume respirator in places where dust and fume concentration exist.

11. Providing goggles and welding screens.

12. Providing acid and alkali – proof rubber gloves for handling acid and alkali and chemical which are corrosive.

13. Providing rubber gloves for working on electrical works.

14. All temporary electrical connections shall be properly earthed, insulated and periodically checked.

15. Inflammable materials shall not be stored near places where the sparks are likely to occur.

16. The gas cylinders must be always handled on trolleys or kept tied down when not in use. They should never be rolled as Roller for conveying.

17. Cylinders should not be used without Regulators

18. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.

19. The working area shall be kept clean and free from all obstructions.

20. Ensuring proper lashing of the components while being transported in vehicles.

21. The vehicles must have side supports or have body to support the materials conveyed.

22. The materials should not to be allowed to extend or overflow the sides of the vehicles.

23. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.

24. Driver of the vehicle must possess valid license.

25. Vehicle must not be overloaded beyond the prescribed limits.

26. Red flags and lights for parts projecting from the body of vehicle must be provided.

27. The speed restrictions within the factory premises must be strictly adhered to.

28. The contractor should maintain a register regarding the driver license particulars.

29. The contractor should arrange WORKMEN COMPENSATION / INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.

30. All safety precautions are to be taken by the contractor at his cost.

31. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

All Contractors including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

Contractor shall provide thick hat, safety glass with side shield, full face shield, ear plug set, face mask, nose mask, protective & chemical resistant gloves, safety shoe, gum boots, safety belt, rain coat, chemical resistant protective clothing to the workers wherever necessary / as per instruction of Engineer in charge within the quoted rates.

SAFETY CODE

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

1. Before commencing the work, the contractor is required to submit a "SAFETY PLAN" to the authorized BHEL official. The 'safety plan' shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of work. The plan shall take care to satisfy all requirements specified hereunder.

The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the safety plan. The contractor shall abide by BHEL's decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorized officials, to prevent loss to human lives, injuries to personnel engaged, and damage to property and environment.

3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-

(i) Safety helmets conforming to IS-2925: 1984.
(ii) Safety Belts conforming to IS-3521:1983
(iii) Safety Shoes conforming to IS-1989:1978.
(iv) Eye and Face protection devices conforming to IS-8520:1977. And IS-8940:1978.
(v) Hand and body protection devices conforming to

1. IS-2573:1975 (2) IS-6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.

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

5. All the electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out the all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

6. The contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

7. The contractor shall adopt all fire safety measures as laid down in the "Code for Fire Safety at Construction sites" issued by the safety department of BHEL and as per the directions of the authorized BHEL official. A copy of the above referred "Code for Fire Safety at Construction sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

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

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

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

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

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

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

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

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

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

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

Tender Document

Tender Specification No: BAP:CT: OT: 02/2019-20 Dt: 07/05/2019

Name of Work:

"Operation and maintenance of 1MLD Sewage Treatment Plant in Factory & Township of BHEL Ranipet for the year 2019-20-21 (Section – A & B)"

Period of Contract: **TWO YEAR**

Part – II – Price Bid

(Pages 114 – 123 including this cover page – Price bid only)

CIVIL TOWNSHIP DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406

BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/19/02

NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN FACTORY OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - A)

CPWD 2013 REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
DATA	01 #	Operation and Maintenance (O&M) of 1 MLD capacity Sewage Treatment Plant at Factory premises of BHEL, Ranipet in three shifts over the 24 hours at the discretion of BHEL to treat the sewage from Factory. The scope covers deputing qualified and experienced operator for shift operation of the plant. The operator is required to monitor proper functioning of all the equipments and the system in total for effective performance of the plant for better results. (Operator means a skilled worker with trade certificate - ITI Electrician with 3 years experience &above) The scope includes operation of the equipments, attending to minor defects then and there, cleaning and lubricating the rotating parts periodically, Maintaining the electrical systems such as panel board etc, dosing chemicals as directed by BHEL, collecting & testing feed and permeate samples, Maintaining the log book for all the activities. Required number of operators/Skilled worker are to be made available for shifts operation. Also a 'reliever operator / Skilled worker' shall work in shifts. (Though the 'reliever operator /Skilled worker' 'is common for both Factory STP & Township STP, all payments are covered under Factory STP O&M.)	24.000	MONTH	71846.41	1724313.84
DATA	02 #	The supervisor should be qualified Electrical / Electronics person (Diploma pass or B.E., fail) having potential experience in STP for	24.000	MONTH	27131.43	651154.32

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/19/02
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN FACTORY OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - A)

CPWD 2013 REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
		minimum 3 years. The supervisor has to report to the office daily & has the responsibilities towards, daily activities like submitting labour reports, Maintence & Operation of log sheets in all shifts, performance of the plant during running conditions, collection of materials from stores, testing of premeate samples, Attending preventive/breack down repairs, and other petty works etc., Complete as per the Engineer - in-charge. (Though the 'Supervisor' 'is common for both Factory STP & Township STP, all payments are covered under Factory STP O&M.)				

Escalation is not applicable for this Item Sl. No.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/19/02
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN FACTORY OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - A)

TOTAL ESTIMATED VALUE BEFORE ESCALATION			2375468.16
**ESCALATION @	%		0.00
TOTAL ESTIMATED VALUE		(A)	2375468.16
CONTRACTOR TENDER PERCENTAGE @ ABOVE [1] / BELOW [2] / AT PAR [3]	_____%	(B)	
(Percentage in words)			
SUB TOTAL [4] if above (A) + (B)		(C)	
[5] if below (A) - (B)		(C)	
[6] if at par (A)		(C)	
[7] *GST @	_____ %	(D)	
GST HEAD : _____			
[8] TOTAL VALUE OF WORK [(C) + (D)]		(E)	

(Rupees in words)

NOTE :

1) Tick whichever is applicable. In case of ommission in Ticking, figures indicated in the amount column will be considered.
2) Boxes 1,2,3 any one box is to be ticked as per quote. Boxes 4,5,6 any one box is to be filled in with appropriate figures. Box 8 value is equal to Box 4 or 5 or 6 plus box 7.
3) Free Issue of Material by BHEL is Rs. **0.00 /-**
**4) Escalation not included for item sl no. marked with # symbol.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/19/02
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN FACTORY OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - A)

SPECIAL CONDITION

1	If any Employee / Labour working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.
2	RATE QUOTED SHALL BE FIRM THROUGH OUT THE CONTRACT PERIOD and INCLUDE ANY INCREASE IN MINIMUM WAGES, all royalties, terminal taxes,other than GST leviable under the State/ Central Government Rules. The tenderer has to mention in the rate schedule specifically that the Goods and service tax is inclusive or exclusive. You will have to submit the GST Registration Certificate to BHEL.
3	You will have to claim the GST from BHEL by submitting Tax invoice as per GST Rules & the docmentary evidence will have to be submitted along with the bill for payment. If for any reason, tenderer has to pay penalty, interest on GST, the tenderer has to bear such additional payment. BHEL will pay only the GST at actual. In case tenderer doesn't mention whether the quoted prices are inclusive or exclusive of GST, BHEL will assume the quoted rates are inclusive of present goods and service tax at the prevailing rates. BHEL will not entertain any claim in this regard.
4	The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time for the employment in General Engineering & Fabrication Industry. Normally the revision of Tamil Nadu govt. minimum wage will be with effect from 1st April of every year.
5	APART FROM THE EXISTING MINIMUM WAGES, THE CONTRACTOR SHALL PAY TO THE LABOUR, AN ADDITIONAL PAYMENT OF RS. 2500/-& Rs.1600 (TOTAL Rs.4100) FOR SKILLED WORKER / OPERATOR & SUPERVISOR APART FROM WAGES OF Rs.16879.00 / PER MONTH FOR SKILLED WORKER / OPERATOR AND SUPERVISOR Rs.23780.00 PER MONTH. ALSO, STATUTORY PAYMENT / DEDUCTION OF PF, ESI ETC IS APPLICABLE FOR THIS ADDITIONAL PAYMENT. CONTRACTOR'S QUOTED RATE SHALL BE INCLUSIVE OF THIS ADDITIONAL PAYMENT PLUS STATUTORY PAYMENTS FOR THE SAME.
6	THE RATES INDICATED IN THE ABOVE ESTIMATE FOR EACH ITEM CONTAIN MINIMUM WAGES, MONTHLY ADDITIONAL PAYMENTS AND STATUTORY PAYMENTS FOR BOTH. THE RATES ALSO CONTAIN OVER HEADS & PROFIT FOR THE CONTRACT.
7	THE CONTRACTOR HAS TO FOLLOW ALL LABOUR LAWS LIKE PAYMENT OF MINIMUM WAGES, PF & ESI THROUGHOUT THE CONTRACT PERIOD. YOU WILL HAVE TO REMIT THE PF AMOUNT IN YOUR OWN CODE AND ESI IN YOUR OWN/SUB-CODE. YOUR BILLS WILL BE ENTERTAINED ONLY AFTER REMITTANCE OF THE PF &ESI AMOUNT AND HAS TO OBTAIN CLEARANCE CERTIFICATE FROM THE WELFARE DEPARTMENT OF BHEL. ALSO AN INDEMINITY BOND FOR RS.20/- IN THE PRESCRIBED FORMAT AS PER THE AGREEMENT HAS TO BE DECLARED BY THE CONTRACTOR FOR OBTAINING CLEARANCE FOR THE FINAL BILL.
8	A SITE LAB HAS TO BE ESTABLISHED WITH FACILITIES FOR TESTING THE FEEDER & PERMEATE SAMPLES FOR EVERY SHIFT OPERATION AND THE REPORTS HAS TO BE RECORDED IN THE LOG SHEET / BOOK. ALSO THE PERMEATE SAMPLES HAS TO BE TESTED WITH THE EXTERNAL APPROVED AGENCEIES AND THE REPORT HAS TO BE SUBMITTED ALONG WITH THE BILLS FOR PAYMEN. ITEMS LIKE GLASS BEAKER,GLASS TEST TUBE,STIER,PH TEST ETC., AND MLSS AND PH HAS TO BE NOTED FOR EVERY SHIFT.
9	PAYMENT TO ALL THE EMPLOYEES SHALL BE MADE THROUGH BANK ONLY.
10	ALL CONSUMABLES NECCESSARY FOR THE PERIODICAL PREVENTIVE MAINTENANCE WILL BE SUPPLIED BY BHEL THROUGH NECCESSARY VOUCHERS.
11	IF PLANT IS NOT IN OPERATION PAYMENT WILL BE MADE IN PRO- RATA BASIS FOR THE ACTUAL RUNNING/WORKING DAY/S.
12	CONTRACTOR MAY VISIT THE EXISTING SITE CONDITIONS WITH RESPECT TO NATURE OF WORKS AND LABOURS DEPLOYED IN THE WORKS AND QUOTE THE RATES ACCORDINGLY.
13	SAFETY PRECAUTIONS SHOULD BE TAKEN WHILE DOING THE WORK. YOU WILL HAVE TO FOLLOW ALL SAFETY REQUIREMENTS TO CARRY OUT THE WORK IN STPs.
14	THE CONTRACTOR HAVE TO FOLLOW ALL STATUTORY REQUIREMENTS LIKE PF , ESI ETC., THROUGH OUT CONTRACT PERIOD.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/19/02
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN FACTORY OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - A)

15	IF ANY INCREASE IN WAGES ARISED DURING THE CONTRACT PERIOD, THE CONTRACTOR HAS TO PAY THE INCREASED WAGES TO THE WORKERS AND CLAIM THE SAME FROM BHEL AFTER PRODUCING NECESSARY DOCUMENTS FOR WHICH THE ORIGINAL QUOTED RATE WILL BE THE SAME.
16	THE CONTRACTOR HAS TO ISSUE NECESSARY PHOTO ID CARD TO ALL LABOURERS.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/19/01

NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN TOWNSHIP OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - B)

CPWD 2013 REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
DATA	01 #	Operation and Maintenance (O&M) of 1 MLD capacity Sewage Treatment Plant at Township premises of BHEL, Ranipet in three shifts over the 24 hours at the discretion of BHEL to treat the sewage from Township. The scope covers deputing qualified and experienced operator for shift operation of the plant. The operator is required to monitor proper functioning of all the equipments and the system in total for effective performance of the plant for better results. (Operator means a skilled worker with trade certificate - ITI Electrician with 3 years experience &above) The scope includes operation of the equipments, attending to minor defects then and there, cleaning and lubricating the rotating parts periodically, Maintaining the electrical systems such as panel board etc, dosing chemicals as directed by BHEL, collecting & testing feed and permeate samples, Maintaining the log book for all the activities. Required number of operators/Skilled worker are to be made available for shifts operation. Also a 'reliever operator / Skilled worker' shall work in shifts. (Though the 'reliever operator Skilled worker' & 'Supervisor 'is common for both Factory STP & Township STP, their wages and all payments are covered under Factory STP O&M.)	24.000	MONTH	71846.41	1724313.84

Escalation is not applicable for this Item Sl. No.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/19/01
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN TOWNSHIP OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - B)

TOTAL ESTIMATED VALUE BEFORE ESCALATION			1724313.84
**ESCALATION @	%		0.00
TOTAL ESTIMATED VALUE		(A)	1724313.84
CONTRACTOR TENDER PERCENTAGE @ ABOVE [1] / BELOW [2] / AT PAR [3]	_____%	(B)	
(Percentage in words)			
SUB TOTAL [4] if above (A) + (B)		(C)	
[5] if below (A) - (B)		(C)	
[6] if at par (A)		(C)	
[7] *GST @	_____ %	(D)	
GST HEAD : _____			
[8] TOTAL VALUE OF WORK [(C) + (D)]		(E)	

(Rupees in words)

NOTE :

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**4) Escalation not included for item sl no. marked with # symbol.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CT/RB/19/01
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN TOWNSHIP OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - B)

SPECIAL CONDITION

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BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
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PRICE BID

ESTIMATE REF NO : CT/RB/19/01
NAME OF WORK : OPERATION AND MAINTENANCE OF 1MLD SEWAGE TREATMENT PLANT IN TOWNSHIP OF BHEL RANIPET FOR THE YEAR 2019-20 - 21. (SECTION - B)

	INCREASED WAGES TO THE WORKERS AND CLAIM THE SAME FROM BHEL AFTER PRODUCING NECESSARY DOCUMENTS FOR WHICH THE ORIGINAL QUOTED RATE WILL BE THE SAME.
16	THE CONTRACTOR HAS TO ISSUE NECESSARY PHOTO ID CARD TO ALL LABOURERS.

CONTRACTOR/ TENDERER

ACCEPTING OFFICER