



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403

Department: WEX-FCX

Tender Document

Name of Work: Cleaning and upkeep of toilets, roads and buildings etc. in
HEEP, BHEL Haridwar.

Tender Enquiry No.: FCX/17-18/05 dt. 5.05.2017

Due date of Tender Opening : 09.06.2017

Techno-commercial Bid (Part-1)

Place of Submission of Tender / Bid: Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)

Contact Person: Mr. Anurag Kumar Singh (Sr. Engineer, FCX)

Contact Address: Adm-4, ground floor, WEX-FCX, HEEP

Email: anuragsingh@bhelhwr.co.in

Phone: 01334-284543/1332/1022

Fax: 01334-226460

Details of Tender Document

Name of Work: Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar.

The Tender document has been detailed as Follows:

(1) Notice Inviting Tender ----- (Page:3)

(2) Techno-commercial Bid (Part-1) ----- (Page: 4 to 59)

Sl. No.	List	Page No.
i	Qualifying criteria for tender <i>Annexure-A</i>	4
ii	List of required documents	5
iii	Instructions of the Tenderer	6-8
iv	Details of works done during the last seven years <i>Annexure-B</i>	9
v	Checklist <i>Annexure-C</i>	10
vi	Tender <i>Acceptance-D</i>	11
vii	Machinery Requirement	12-13
viii	Special Conditions <i>Annexure-E</i>	14-20
ix	No Deviation Certificate <i>Annexure-G</i>	21
x	Declaration <i>Annexure-H</i>	22
xi	Business Rule of Reverse Auction <i>Annexure-Ist</i>	23-28
xii	General conditions of contract Agreement <i>Annexure-I</i>	29-57
xiii	Un-priced price Bid <i>Annexure-J</i>	58-59

(3) Price Bid (Part-2)----- (Page:60-61)
Annexure-K



NOTICE FOR TENDER (NIT)
BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403(UTTARAKHAND)

Name of Department	WEX-FCX		
Phone	+91-1334-284543/1332/1022	Fax	+91-1334-226460
Email Address	anuragsingh@bhelhwr.co.in		
Contact Person	Anurag Kumar Singh (Sr. Engineer, WEX-FCX)		
NIT Key.		Dated :	
NIT No.	FCX/17-18/02 dt. 5.05.17		
NIT No. on www.bhel.com	NIT_32800		
NIT No. on www.bhelhwr.co.in	NIT-2602		
Type Of Tender	Open Tender		
#Tender Cost (in INR)	500/- (Exempted for valid MSME and downloaded tender)		
Estimated cost (FOB BHEL Haridwar basis)	98.29 Lacs		
EMD (in INR)	1.97 Lacs (Exempted for valid MSME)		
Period of completion of work	12 months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	98.29 Lacs		
Last Date of Sale of Tender	8.06.2017	Time :	3:30 PM
Last Date of submission of Tender	9.06.2017	Time :	1:45 PM
* Date and Time for opening of Technical Bid	9.06.2017	Time :	2:00 PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

*In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid.

However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable.

Name of Work: Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar.

Contracting Executive Name: Anurag Kumar Singh

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhelhwr.co.in, www.bhel.com) as applicable. Please visit our website before submitting your offer.
5. For detailed instructions/information refer the tender document on BHEL website.

Annexure-A

QUALIFYING CRITERIA FOR TENDER

QUALIFYING REQUIREMENTS

A. Tenderer should fulfill the following qualifying criteria of the above tender:

- (i) **LEGAL OBLIGATIONS:** Tenderer should have valid PF code no., ESI code no., and Service Tax Registration no. and submit proof of the same or should submit undertaking to obtain & furnish the same within one month or before issue of LOI, whichever is earlier. Successful bidder will have to submit valid Labor Licence within 10 days after issue of letter of intent (LOI) in case they do not possess valid labor licence.
- (ii) **FINANCIAL CAPACITY:** The Bidders/Firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
Average Annual financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least 30% of the estimated cost. The estimated cost is Rs. 98.29 Lacs. In support audited balance sheet & PL A/c of last 3 financial years are to be submitted.
- (iii) **EXPERIENCE:** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :
- (a) Three similar completed works costing not less than 40% of the estimated cost i.e. Rs. 39.31 lacs.
Or
(b) Two similar completed works costing not less than 50% of the estimated cost i.e. Rs. 49.14 lacs.
Or
(c) One similar completed work costing not less than 80% of the estimated cost i.e. Rs. 78.63 lacs.

“Similar Works” Similar work means work of housekeeping service contract in any of the followings:

- (a) Toilet cleaning & road sweeping
(b) Toilet cleaning & office sweeping or
(c) Toilet cleaning, road sweeping & office sweeping

i.e. activity of toilet cleaning is must in similar works contracts. **Merely supply of labour for above nature works shall not be considered as similar work experience for pre-qualifying criteria.**

Note: The qualifying criteria may be relaxed solely at the discretion of BHEL in case of inadequate response in the tender. BHEL reserves the right to accept or reject any/all tender(s) without assigning any reason thereof.

- (iv) **DOCUMENTS REQUIRED:** Tenderer shall submit relevant documents and work completion certificate for this:-
- p) Tender should also submit the reference of a responsible person from the company/department who has issued experience certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is not verified, the bidder may not be qualified for this tender.
- q) The tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory along with authorization letter:

B. TENDER COST: Full set of tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the SDGM (FCX) on submission of proof of depositing the Tender cost at the BHEL Cash section or in the form of demand draft made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. If downloaded Tender is used, tender fees is not required.

C. EARNEST MONEY DEPOSIT (EMD): Earnest money must be kept in Techno-Commercial offer. Offer without requisite earnest money will not be considered. The earnest should be in the form of bank draft to be made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar.

LIST OF REQUIRED DOCUMENTS

The tenderer should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory:

Sl. no.	Documents Required
1	<ul style="list-style-type: none"> • Copy of PF code no. • Copy of ESI code no • Copy of Service tax registration no in the relevant category • Undertaking for labour licence
2	<ul style="list-style-type: none"> ➤ Copy of Income Tax return of previous three financial years i.e. 2013-14, 2014-15 and 2015-16. ➤ Copy of balance sheet (last 3 financial years), PL A/c duly certified & audited by CA. ➤ Copy of PAN No., VAT / TIN registration certificate.
3	<ul style="list-style-type: none"> ➤ A copy of tender enquiry duly signed on each and every page along with technical bid as a token of acceptance of Terms & Conditions of the tender. ➤ Un-priced Bill of Quantity duly signed by the tenderer along with technical bid. ➤ Details of similar work successfully completed in support of qualification requirements. ➤ Work orders along with BOQ and completion certificates with covering letter / indexing of the same. ➤ For the purpose of verification by BHEL provide details of agency and contact persons (their mobile phone nos and email id) with whom these (above mentioned) works have been successfully completed.
	<ul style="list-style-type: none"> ➤ List of machinery/equipment to be used for this work.
	<ul style="list-style-type: none"> ➤ List of consumables (Cleaning agent, Deodorizer/Urinal Cakes/Screens etc.) to be used for this work.
4	<ul style="list-style-type: none"> ➤ No Deviation Certificate duly signed as per format mentioned in Annexure- G.

Note: i) Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

ii) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.

iii) Tenders shall be signed by persons duly authorized / empowered to do so.

iv) The qualifying criteria may be relaxed solely at the discretion of BHEL in case of inadequate response in the tender.

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

INSTRUCTIONS FOR TENDERER

1. The offer shall be submitted as per the instructions of tender document. One set of tender document signed by authorized representative of tenderer and stamped on each page & annexures shall be submitted. Price shall not be mentioned anywhere in the techno-commercial offer. Price shall be quoted in the relevant price bid only and must be submitted in separate sealed envelope. In case of any clarification, bidder may contact the office of undersigned. Overwriting / correction in tender documents shall not be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.
2. Tender documents may be obtained from the office of undersigned after depositing of required tender cost and same is also available on web site i.e. www.bhelhwr.co.in/ www.bhel.com. It can be downloaded and used as tender document for submitting the offer. Please visit our website before submitting your offer for corrigenda, addenda, amendments, time extensions, clarifications & etc. (if any).
3. Tender must be submitted in two parts, i.e., (i) Techno-Commercial bid and (ii) Price Bid. Both the offers i.e., "Techno-Commercial bid" and "Price Bid" must be sealed in separate envelopes super scribed with NIT no. and name of the contractor. EMD and Tender cost DD/Cash receipt must be submitted in two different envelopes super scribed as Tender cost and EMD respectively. All the Four envelopes must be sealed in another envelope super scribed with NIT no. , name of the contractor and name of work.
4. On the date of opening of tender, only Techno-Commercial bid shall be opened. Price Bid of technically qualified bidders shall be opened on another day which will be intimated to parties accordingly.
5. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. Telegraphic offers and offers received by telex will not be considered.
6. Tenders shall be received on or before the due date & time and the same should be opened on due date & time as mentioned in Tender Enquiry. The presence of tenderers or their authorized representatives who so ever may like to be present is cordially invited.
7. Tenders received after due date & time, due to any reasons are liable to be rejected.
8. Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
9. Offers shall remain valid for 180 days period from the due date of submission of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
10. **EMD and Tender cost** shall be submitted as per NIT either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any Nationalised bank in favour of **Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar**. EMD submitted by tenderer will be forfeited if bidder revokes his tender within validity period or increases his rates.
Note: Tender Cost shall not be charged if tender documents is downloaded from BHEL website.
11. Offer without requisite EMD (earnest money deposit) & Tender cost will not be considered.
12. **SECURITY DEPOSIT:** Security deposit from successful Tenderer shall have to be deposited before start of the work. The total amount of Security Deposit will be 5% of the contract value. **EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.** The balance amount to make up the required Security Deposit may be accepted in the following forms:

- i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
 - vi. At least 50% of the required Security Deposit, including the EMD, can also be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
 - vii. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
 - viii. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
 - ix. The Security Deposit shall not carry any interest.
 - x. The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years, commencing from the date that the right to the due accrues. In the case of security deposit paid along with the individual contract, the right to the due would accrue after the maintenance period, or the date of payment of final bill, whichever is later.
13. Prices quoted by the tenderers will be firm and no escalation on account of labour or material or taxes or any reason whatsoever will be paid to the successful tenderer for execution of the above job.
14. Prices quoted by the tenderers should be inclusive of all taxes etc. as prevailing on a Work Contract, but excluding service tax as applicable, for which the successful tenderer has to submit the tax deposit receipt proof for release of payment along with the bill submitted for the payment.
15. Tenderers are requested to go through the scope of work, visit the site location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any doubt and will be binding on contractor.
16. The successful tenderer must comply with all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
17. In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
18. The Tenderers are required to quote for the complete scope of work as mentioned in tender enquiry and BOQ. Tenders for part of the work or incomplete work in any respect are liable to be rejected.
19. Work order will be placed on lowest bidder for the complete scope of work i.e. Cleaning and upkeep of toilets, roads and buildings etc in HEEP" for which the bidder has qualified in the Techno- commercial Bid and subsequently has emerged as lowest bidder in the evaluation of price bid.
20. Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the Contractor.

21. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index for interlinking all the documents.
22. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
23. If it is found that bidder/ contractor has provided any false information/ documents at any stage, the same will lead to disqualification of the bidder/ termination of contract and the bidder/ contractor will be blacklisted by BHEL as per BHEL rules.
24. Under taking Sheet should be submitted by the bidder and no information should be hidden by the bidder.
25. For any clarification on the tender document, you may seek the same through telephone/ e-mail to the undersigned before last date of sale of tender document. BHEL shall not be responsible for receipt of queries after this date for seeking clarification due to any reason whatsoever.
26. In the event of any typing error / other clerical errors in the tender documents, noticed by the tenderer, the same must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on the tenderer.

Downloaded from BHEL WEBSITE

Name of Work: Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar.	NIT No: FCX/17-18/02 dt. 5.5.17
---	---------------------------------

Annexure-B

DETAILS OF WORKS DONE DURING THE LAST SEVEN YEARS:

(Refer Qualifying criteria condition No. A (iii))

(To be submitted along with Techno-Commercial Offer)

S.No	Details of Client (2)		Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commencement of work	Date of actual completion	Actual value of work done	
(1)	Full address of Client	Postal address of Client	Contact name, email ID, Contact No. of client	(3)	(4)	(5)	(6)	(7)	(8)
One similar completed work costing not less than Rs. 78.63 lacs.									
1									
OR Two similar completed works costing not less than Rs 49.14 lacs.									
1									
2									
OR Three similar completed works costing not less than Rs 39.31 lacs.									
1									
2									
3									

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

Signature of Tenderer with stamp

Accounts Representative

Opening Officer

Page 9 of 61

Annexure-C**CHECKLIST**

Note: Tenderer is required to fill in the following details and should specify respective enclosures attached against each details in the format itself.

S. No	CRITERION	STATUS (TO BE FILLED BY TENDERER)	
1.	Name & address of the Tenderer		
2.	E-Mail ID		
3.	Phone No. (Office)		
	Mobile No. (if any)		
	Fax No.		
4.	Name & designation of the official of the tenderer to whom all the references shall be made		
5.	Whether EMD submitted (By cash/ demand draft). Give detail		Page no
6.	PF Code No.		Page no
7.	ESI Code No.		Page no
8.	Service Tax Registration No.		Page no
9.	Labour licence no. (if available) or give undertaking to submit valid Labour Licence after issue of letter of intent (LOI).		Page no
10.	Proof of having carried out successfully similar nature of work during last 7 years before date of opening of tender. Proof of completion certificate from the original client must be submitted along with award letter/ contract agreement.	Yes / No	Page no
11.	Financial statement of accounts (audited balance sheet & PL A/c of last 3 financial years)	Yes / No	Page no
12.	Whether complete tender document has been submitted and documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.	Yes / No	
13.	NSIC/ MSME / EM-II Certificate duly notarized or attested by a Gazetted Officer (if applicable)	Yes / No	Page no

Annexure-D

TENDER

To,
The Sr. Engineer (FCX),
HEEP, BHEL, Haridwar

I / We hereby offer to carry out the work of **Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar.**

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

1. CPWD Specifications as amended upto date.
2. CPWD schedule of rates.
3. Drawings
4. General and Special conditions of contract of BHEL, Schedule A, B and C and tender notice and the bill of quantity (attached herewith).

I/we agree to provide the labour licence within 10 days from date of issue of LOI of the work. I/ we forward herewith the sum of Rs..... as earnest money which shall be refunded should this tender be rejected. I/ we further agree to deposit such sum of money, which shall make up the requisite security deposit for this work as provided in clause 16 of BHEL General Condition of the Contract.

I/ we further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in schedule 'A' and bill of quantities annexed thereto and to carry out such deviations as may be ordered, vide condition 5 of the BHEL General Conditions of the Contract.

I/we further agree to use environment friendly cleaning agents, detergents as defined in the Indian standard.

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

Yours faithfully,

Signature of Tenderer with name, seal & date

Machinery Requirement

(Details to be attached with techno-commercial offer)

Types of machines and their specification

1. All cleaning / sweeping machine should be of national or international repute for example TASKI, KARCHER, Eureka Forbes, Roots multiclean or equivalent.
2. All the cleaning equipments must be in good running condition as per requirement mentioned below. And sufficient stand by equipments should be available so that work is not hampered in the event of breakdown of any equipment.
3. The entire machine must have authentic branding clearly displayed on it. Necessary. Proofs/certification would be required to be produced at the time of deployment.
4. For high rise cleaning & where ever required, the contractor shall provide safety belt & other safety items to the cleaning & housekeeping personnel.
5. General requirement for different machines to be used:-

A. TREADS AND RISER CLEANER/STAIRS CLEANER: The machine is required to perform cleaning on awkward places, stairs, vertical surfaces, and corners with scrubbing function in a mechanized cleaning environment. The machine should be rugged, ergonomically designed and should be of a make of national and international repute.

Machine engaged should comply with national and international safety standards. An original copy of product brochure/technical leaflet detailing out all the features quoted in the offer must be support. The technical parameters/specifications/special features should be backed by a pictorial representation detailed out in the equipment.

Technical specifications:-

- Machine should be designed to clean small surface areas and awkward angles and corners, stairs such as treads and risers (horizontal and vertical surfaces).
- Machine should be electrically operated on single phase 230Volts/50 Hz.
- Machine should have a nylon brush of sufficient working width.
- Contact pressure of the machine can easily be adjusted manually for different cleaning requirements i.e. for stain removal.
- Machine should have robust, on transport wheels or hand held with reduced wear and tear for easy transport and no marks on surface.

B. ELECTRICALLY POWERED WALK BEHIND AUTOMATIC SCRUBBER DRIER & POLISHER: - The machine is required for deep cleaning, maintaining & buffing/polishing the Building, which have a smooth surface. The machine will be required to perform wet scrubbing and drying simultaneously followed by buffing/polishing of the platform floors and smooth areas of Building.

- Machine should be electrically operated on single phase 230Volts/50 Hz.
- The machine should have minimum working width of 400 mm
- Machine's drier should be wide enough that it does leave water trail.
- Machine should have separate solution tank & recovery tank of sufficient capacity.
- During operation the brush pressure should be just enough to remove stains and at the same time the brush should not erode the floor surface.

C. HEAVY DUTY WET 'N' DRY VACUUM CLEANER

PURPOSE: - The machine is required for all-purpose picking up coarse, fine, dry & damp dirt as well as water & other fluids from the surface. The machine will be required to perform wet & dry vacuum functioning at all the areas of building

- The machine should have the dirt container minimum 25 lit.
- Machine should be electrically operated on single phase 230Volts/50 Hz.
- Suction power of equipment enough to suck water, dirt and all removable particles and at the same must not peel the surface.

- The cord length should be of 15 meters excluding any required extension board.
- Noise level should not be more than 75 db/A

D. SINGLE DISC FLOOR SCRUBBING MACHINE

PURPOSE: - The machine is required for deep cleaning, maintaining & buffing/polishing & crystallizing the toilets, which have a smooth surface. The machine will be required to perform wet scrubbing of floors and small smooth areas factory area.

Technical specifications: -

- The machine should be able work on two different speeds (Optional) of 165 and 330 rpm.
- The brush should be of 40 cm size or more.
- Machine should be electrically operated on single phase 230Volts/50 Hz.
- The cord length should be of 15 meters excluding any required extension board.
- Machine should be supplied with water tank of not more than 10 liters, disc scrubbing brush, pads drive board & polishing pads as standard.
- Machine should be with integral power outlet & water dispensing lever.
- Machine should be supplied with centrally mounted service friendly high performance powerful motor

E. Battery operated ride on road sweeper

Purpose: The main roads, approach roads to blocks and buildings continuously receives dust, dirt, small steel chips, leaves and papers etc which needs to be cleaned on regular basis.

Technical specifications:-

- The equipment should be compact, Versatile.
- The vehicle should be minimum 2 wheel drive with articulated steering.
- The vehicle should be ergonomically arranged operating controls with air sprung driver's seat.
- Outstanding visibility of the working area should be maximum.

ECOFRIENDLY DETERGENTS /REAGENTS (INDICATIVE) PROPOSED FOR THE WORK

Sl no	Type of cleaning	Proposed detergents / Reagents
1	2	3
1	Hard Surface floor cleaning	
2	Bathroom / toilet cleaning	
3	Disinfectants for Bathroom / toilet	
4	Vertical finishes of different type like Granite / Marble / tiles / steel plate cladding	
5	Steel / Aluminium surface	
6	Glass surface	
7	Cement plastered & Masonry surface	
8	Pest control	
a	Cockroach	
b	Mosquitoes	
c	Lizards	
d	Flies	
e	Ants	
f	Other flying / crawling pest	
g	Rodent control	

NOTE :- 1. Above requirement chemical/reagent are only indicative not exhaustive. Successful tenderer will have to submit a detailed list of chemical/reagent with material safety data sheets for approval by department duly indicating the application of such chemical /reagent.

Annexure-E

SPECIAL CONDITIONS

1. These special conditions shall be read in conjunction with General Conditions of contract. However, the special condition mentioned shall supersede general terms & conditions wherever applicable.
2. The contractor will have to comply with the following during execution of contract:
 - (i) Valid labour licence from Asstt. Labour Commissioner.
 - (ii) P.F. code and abide by the relevant laws/rules.
 - (iii) E.S.I. code and abide by the relevant laws/rules. In case, contractor has ESI code issued from different state, then he must submit, within one month from the issue of letter of intent, the ESI sub-code of Uttarakhand state.
 - (iv) Service Tax registration and abide by the relevant laws/rules.
3. **Contractors are advised to see the site before quoting the rates.**
4. **Material & work instructions:**
 - i) **Log sheet is to be maintained by contractor and the same must be got signed by shop/building representative as well as Factory civil representative on daily basis.**
 - ii) **Cleaning agent should be biodegradable & eco-friendly and must be got approved by BHEL.**
 - iii) **In case of non-attending of any of the activity (toilets/ road/ office floor) without written permission of Engineer In Charge, a penalty at a rate double of awarded rate shall be imposed.**
 - iv) **Contractor must depute sufficient supervisor for checking, maintaining the log sheet duly signed and taking round for maintaining neat & clean hygienic condition of each toilet at all the time.**
 - v) **For cleaning of ladies toilet preferably ladies worker shall have to be deputed.**
 - vi) **List of machines / equipments/ cleaning agents and its MSDS proposed to be used in the work shall to be submitted along with the offers.**
 - vii) **Operation timing for execution of the activities (toilets/ road/ office floor) shall be chosen so as to avoid/minimize the obstructions in use of the facility.**
 - viii) **It is advised that site may be visited before quoting the rates.**
 - ix) **Rate quoted should be inclusive of all applicable taxes except service tax.**
5. The contractor shall observe provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves, minimum wages and overtime to his employees. Work in second / third shift, overtime, Sundays or on other declared holidays should be carried out after getting written permission from Engineer Incharge.
6. Contractor shall decide the number of employees to be deployed for execution of work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per specifications/quality plan.
7. The contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise during execution of his work
8. Contractor should engage contract labours after seeking police verification (with no adverse remarks). Such police verification should not be older than three years at any point of time during the duration of the contract. Contract labours deployed by contractor should have valid Biometric Gate Pass for entry into factory premises.
9. Contractor must ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
10. Contractor will be responsible for good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.

11. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
 12. Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act and any changes made thereafter.
 13. In case of non-compliance of any of the labour laws, the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
 14. The work shall be governed by General terms and conditions of BHEL contract, special conditions, environment-related conditions, safety clause and any other relevant condition mentioned here.
 15. In case more than one contractor quote the L1 rates, the work may be awarded through draw of lottery.
 16. Any extra item concerning to the completion of work will have to be executed by the same contractor, as per direction of Engineer In charge. The rates of such item will be decided by the competent authority of BHEL (for award of work) but on no account the work will be stopped.
 17. On the basis of report and physical inspection, if quality of work is not found satisfactory, the recommended rectification/relaying will have to be done by the contractor at his own cost failing which no payment shall be made to the contractor.
 18. Sufficient & appropriate barricading shall have to be provided by the contractor at his own cost to avoid any possibility of accident, along with ensuring the smooth working conditions at site.
 19. Any extra item concerning to the completion of work will have to be executed by the same contractor, as per direction of Engineer In charge. The rates of such item will be decided by the competent authority of BHEL (for award of work) but on no account the work will be stopped.
 - 20. Earnest Money deposited by the tenderer will be forfeited if:**
 - (i) **After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.**
 - (ii) **The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.**
- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited /released based on the action as determined under these guidelines.
- Please note that:**
- EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
 - Earnest Money deposit shall not carry any interest.
21. Security deposit from successful Tenderer shall have to be deposited before start of the work. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
 - 22. Security deposit shall be released after satisfactory completion of the maintenance period of the work duly verified by Site In charge and clearing of all dues. No component of security deposit shall be released with final bill. The maintenance period of the work shall be 6 month.**
 23. Sales tax and other taxes shall be recovered as per rule.
 24. The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years, commencing from the date that the right to the due accrues. In the case of security deposit paid along with the individual contract, the right to the due would accrue after the maintenance period, or the date of payment of final bill, whichever is later.
 25. If any information/documents submitted by the contractor are found false/fake at any stage, the offer will be cancelled and earnest money/ security deposited shall be forfeited. The suitable action will be taken against the Contractor as per BHEL rules.

26. Banning of business dealings with the contractors may be resorted to for serious lapses in performance/ misdemeanour such as abandoning the work without completing, resorting to unfair means (including false certification), not accepting the contract when awarded etc..
27. The offers of the Vendors who are on the banned list as also the offer of the Vendors, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
28. **Terms of Payments & Taxes:**
- I. No advance payment shall be paid to the contractor.
 - II. No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted along with the bill.
 - III. After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
 - IV. Running bills will be paid against actual execution of work and submission of the bills by the contractor. Payment of each running bill will be limited to 90% and balance 10% of each running bill amount will be retained by BHEL and will be paid on final completion of work.
 - V. **Running bills against work contractors shall be submitted for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. BHEL will process such bills and release the payment within 30 days normally after receipt of bills.**
 - VI. **Final bills against work contractors shall be submitted within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. BHEL will process such bills and release the payment within one month normally after receipt of bills.**
 - VII. **Taxes applicable will be paid extra.**
- VIII. **Tax deduction at source: Tax shall be deducted at source from the bill as per applicable Income Tax Rules and other statutory requirements.**
29. Contractor will have to protect BHEL equipment and material from fire hazards or any other damages or loss. Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly liability for any compensation to any outsider on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
30. **Liquidated Damages & Penalty**
This clause shall be applicable in accordance to clause no.44 of general condition of contract.
31. Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
32. **The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.**
33. Document in support of Qualifying criteria for acceptance of tender
Tenderer must submit proof of documents required as per qualifying criteria of tender along with the techno-commercial offer.
34. The bidder may have to produce original document for verification if so decided by BHEL.
35. No excuses like hindrance because of jungle, extreme weather conditions, non-availability of labour and material etc will be entertained for not completing the work in time.
36. All necessary precautions with respect to safety at site and environmental aspects shall have to be taken by the contractor for activities performed by his workers.

37. For safety in execution of the work, the contractor must ensure that all labour engaged in the work at site should wear personal protective equipments (PPEs) such as safety shoes, safety helmet, safety belts, gloves, dust masks, apron and welding glasses etc. as required in the activity. If the contractor requests for issue of PPEs for use at site, BHEL may consider issuing the same (subject to availability) at BHEL purchase cost and recovery shall be made from the bills payable.
38. BHEL shall not be responsible for providing accommodation of staff of contractor during the period of work or subsequent maintenance.
39. The gate passes/ tokens to be issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.
- 40. WATER & ELECTRICITY:**
Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-
- i) **Water/ Electricity charge shall be deducted @ 1.2% of value of work done under the contract.**
ii) Source of supply of water/ electricity shall be provided at one/ two points for work at site, as decided by Engineer Incharge. Contractor shall have to make their own arrangement for laying of pipelines/ electricity connections from the source of supply provided at site.
- 41. No escalation in cost will be permitted under any circumstances.**
42. Period of validity of offer should be 180 days from the date of opening of tender.
- 43. Rates should be quoted on overall percentage basis for items given in the bill of quantity and it should be inclusive of all taxes and duties but exclusive of Service Tax as applicable.**
Note: Service Tax shall be reimbursed as per actual. However while raising the invoice on BHEL contractor is required to break up the Billing amount into gross value of work done & tax portion separately. Service tax is payable against service tax registration by the party and they have to show service tax portion separately in their invoice.
- 44. Terms & Conditions of Reverse Auction**
Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- I. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- II. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- III. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- IV. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- V. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- VI. Bidders have to fax/ e-mail the duly signed and stamped the scanned copy of the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- VII. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges,

Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

- VIII. Reverse auction will be conducted on scheduled date & time.
- IX. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- X. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format (Annexure VII) of business rule document, to Service provider within two working days of Auction without fail.
- XI. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- XII. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction" which will be communicated before the Reverse Auction.
- XIII. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- XIV. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- XV. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

45. Further Details of Reverse Auction and business rule document are attached in Annexure-I.

46. BHEL reserves the right to finalize the tender through Reverse Auction.

47. Contractor must sign on all pages and fill up the offer in all respect.

48. The Bill of Quantity has been prepared on tentative quantities and they vary as per actual site condition.

49. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reasons thereof. Tender cost in that event shall not be refunded.

50. Conditional tender is likely to be rejected.

51. MSME clause:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-F where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Annexure-F

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

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

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

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

Rs.....Lacs

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

Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

UNDERTAKING
(To be filled by the contractor)

1. I/We have carefully perused all the terms and conditions of the tender, NIT including general conditions of contract and special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto.
2. **I/We have submitted the signed tender document in Part-1 of the offer. Part-2 offer i.e. price bid contains only the BOQ and the quoted rate.**
3. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us.
4. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
5. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /Act.
6. I/ We shall abide by the Service Tax Act/ Rules as applicable.
7. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
8. **I/ we agree to abide by the special conditions no. 30 regarding liquidated damages and penalty.**
9. I/ we shall maintain valid labour license throughout the period of contract.
10. **I/ we agree to abide by the condition for award of work through reverse auctioning process amongst all technically qualified parties, by BHEL appointed agency. Business Rule as specified in Annexure for carrying out reverse auction is acceptable to me/ us.**
11. Details of earnest money enclosed with the offer:
 - a) Amount:
 - b) (i) Cash Receipt No. Date
 - (ii) Demand draft No. Date Bank

Annexure-G

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. There is no deviation from our end in the terms & conditions of tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(SIGNATURE OF TENDERER WITH STAMP)

Downloaded from BHEL website

Annexure-H

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court during last 48 months and no case is pending with the police / court against our firm/ partner or the company.

Signature with name,

Designation & seal of the firm

Downloaded from BHEL website

Annexure-I

Business Rules for Reverse Auction

This has reference to tender no. **FCX/17-18/02 dt. 5.05.17**. BHEL shall finalise the Rates for the supply of **Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar Hardwar** through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. **FCX/17-18/02 dt. 5.05.17**, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.

- **Online Sealed Bid:-**

- {Start Time:
- Close Time:}

- **Online Reverse Auction:-**

- {Start Time:
- Close Time:}

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

The above process will continue till completion of Reverse Auction.

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

4. **Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s. {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

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

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

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

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

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

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

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

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s. **{Service provider}**.
14. M/s. **{Service provider}**, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. **{Service provider}**, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. **{Service provider}** besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. **FCX/17-18/02 dt. 5.5.17**. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
 - b. Bid Placed by the bidder.
 - c. Start Price.
 - d. Decrement value.
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. **{Service provider}**, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

Annexure-II

Mandate to Service Provider

Ref :
Date :

To,
M/s. **{Service provider}**

Sub : Providing of Services for Reverse Auction
Ref : No. FCX/17-18/02 dt. 5.05.2017

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Ensure process compliance form from all the bidders before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Completion of Auction: The auction shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy of the final bid with price break up including that of line items, if any, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per *Annexure-I*
- The list of bidders with their contact details is given in *Annexure-IV* and the details of the item (s) to be Reverse Auctioned are as per *Annexure-V*.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. *{Service provider}*) including hard copy of the final bid with breakup of prices including that of line items duly signed by the successful bidder (duly endorsed by M/s. *{Service provider}*) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely
(for and on behalf of BHEL)

Note:

- i) The case of rescheduled auction event will be considered separate event for the purpose of payment.
- ii) If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Annexure-III

Process Compliance Form

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

To

- **M/s. {Service provider}**
- *Postal address}*

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for **Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar** against BHEL enquiry/ RFQ no **FCX/17-18/02 dt. 5.05.17** This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email/ the price confirmation & break up of our quoted price (including that of line items) as per Annexure-VI within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. **{Service provider}**.
- 5) We also confirm that in case we become L1 bidder, the envelope sealed price bid submitted by us shall be opened by BHEL and we agree to accept the lower of the two bids (RA closing price & envelope sealed price) for placement of order and we have understood that in case online sealed bid placed by us is found higher than envelope sealed price bid submitted by us, then BHEL may take action as stipulated in NIT.

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

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and FAX/ email it to M/s. **{Service provider}** at {.....} prior to start of the Event.

GENERAL CONDITIONS OF CONTRACT AGREEMENT**CONTENTS**

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

Chapter I

1. Definitions

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

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof together with all the documents referred to therein including General and Special conditions of contract, schedule A, B and C, the CPWD Delhi Schedule of rates 2002 and CPWD specifications Vol.I to VII as amended upto date and the drawings. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide Schedule A, B, C and / or General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "WORK" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-Incharge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "SITE" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (f) The The abbreviations" SE/ Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "ENGINEER INCHARGE" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "APPROVED" means the approval of directions of the Sr.Manager/ Manager/ Dy.Manager or person deputed by them for the particular purpose.

"Bharat Heavy Electricals Limited" hereinafter referred to as BHEL shall mean the Director / Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the Project Officer, Sr.Manager or Sr.Engineer authorized to invite tenders and enter into contract for works on behalf of the Company. BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) In the case of percentage rate contract, "Contractor's percentage" shall if the context so permits means the uniform percentage tendered by the contractor and accepted by the Accepting Officer and expression "Contract Rates" shall refer to rates in the CPWD schedule of rates 2002 and CPWD specifications vol. I to vol. VII as amended upto date, as adjusted by the said contractor's percentage if any.
- (k) The "CONTRACT SUM " means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (l) The "FINAL SUM" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.

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

Downloaded from BHEL website

CHAPTER II

SCOPE OF WORK

2. HEADING OF THE CONDITIONS:

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

3. CONTRACT DOCUMENTS:

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

4. WORKS TO BE CARRIED OUT:

The contractor shall, except as provided under schedule "B" & "C" include all labour, materials, tools, plant, equipment & transport which may be required in preparation for, and in the entire execution and full completion of work. Schedule "A" shall be deemed to have prepared in accordance with good practice and recognized principles & unless otherwise stated the descriptions given therein shall be held to include rate on materials, carriage, and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid. Any error in description or in quantity in 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 there in accordance to the drawings and material workmanship but the articles or materials specified may be obtained from any other firm subject to the prior written approval of the Executive Director of the First Party.

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

5. DEVIATIONS:

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

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

6. TIME:

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

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

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

7. STORE AND MATERIALS:

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

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

8. DELAY AND TIME EXTENSION:

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

- 1) By reason of abnormally bad weather,
- 2) By reason of serious loss or damage by fire,
- 3) By reason of civil commotion, local combination of worker, strike or lockout, affecting any of the trades employed on the work,
- 4) By delay on the part of the agency or tradesmen engaged by B.H.E.L./ HEEP in executing work not performing part of this contractor,
- 5) Earthquake & floods
- 6) Busy of nation
- 7) Riots
- 8) Non-availability of stores which are responsibility of BHEL etc. the same shall be covered under force majeure.
- 9) By reason of any other cause, which in the absolute discretion of the Engineer Incharge is (when he is the accepting officer of the contract) beyond the contractor control. When in such case(s) the accepting officer, on recommendation of the Engineer In charge (or higher authority) to be specified in this regard, may make fair and reasonable extension in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer Incharge in writing, but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer In charge to proceed with the work. The delay caused on this account may be waived by the Accepting Officer on merit, based on the written request of the Contractor.

9. PATENT RIGHTS:

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

10. OCTROI AND OTHER DUTIES:

All charges on account of octroi, terminal or sales tax and/or other duties on materials obtained for the work (excluding materials provided by BHEL).

11. ROYALTIES

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

12. PLANT:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in schedule "C", which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

13. ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not without prior written approval of the accepting officer, assign or transfer the contract or any part thereof or any share, or interest wherein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor without prior written approval of Accepting Officer to the assignment or transfer of such money.

SUB CONTRACT: The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Officer.

14. FLAWS GOVERNING THE CONTRACT:

BHEL reserves the right to take penal action as deemed fit if any information provided by the vender / contractor is found to be incorrect. This contract shall be governed by the Indian Laws for the time being in force.

15. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings with whom/whose systems the work is proposed to be connected. Before making any variation from the drawings or specifications so as to necessitate for such connections the contractor shall give notice to Engineer Incharge specifying the variations proposed to be made and the reasons thereof. Until he has received instructions from the Engineer Incharge in respect thereof, the contractor required shall be bound to give all notice by statute regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

CHAPTER III

PERFORMANCE OF THE CONTRACT

16. SECURITY DEPOSIT:

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

NOTE: Acceptance of security deposit against Sl.No.(iv) and (vi) above will be subject to hypothecation or endorsement on the document in 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.

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

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

17. ORDERS UNDER THE CONTRACT:

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

18. ADMISSION TO THE SITE:

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

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

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

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

19. CONTRACTORS SUPERVISORS:

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

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

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

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

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

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

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

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

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

The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in toto. The contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.

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

Payment of wages:

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

B) Under the provisions of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rates as for duty. In the event of default the Engineer In charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer In charge concerned.
- IV. The contractor shall duly comply with the provisions of the Payment of wages Act-1936, Minimum Wages Act 1948, Employees liability Act-1938, Workmen's compensation Act-1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, EPF and MP Act 1952, Payment of Gratuity Act 1972, Income tax Act, Service Tax Act, Employees State Insurance Act, Payment of Bonus Act 1967 etc. and the Contract Labour (Regulations and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
 - a) Contractor must ensure payment of PF, pension dues under EPF and MP Act 1952 to the RPFC.
 - b) Contractor must ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. / Card of each employee.
 - c) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slip to his employees.
 - d) The contractor shall furnish proper returns to the concerned statutory authorities like PF etc. and also provide a copy of the same to BHEL.
 - e) In case of non compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc. , the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts / security deposit / other dues with BHEL or from any contract entered with BHEL thereafter.

- f) Payment of bonus under the Payment of Bonus Act, payment of Gratuity under the Gratuity Act and retrenchment compensation under act will be the sole responsibility of contractor.
- g) Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act.
- h) Contractor will give three National Holidays to his workers.
- V. The contractor shall indemnify and keep BHEL indemnified against statutory payments to be made under for due observance of the laws aforesaid as well as the BHEL contractor's Labour Regulations without prejudice to his rights to claim indemnity from his sub-contractors not affecting BHEL under any event or statutory violation by the contractor.
- VI. The laws aforesaid shall be deemed to be part of this contact and any breach thereof shall be deemed to be a breach of the contract.
- VII. Whatever is the minimum wage for the time being, such wage shall be paid by the contractor to the workmen directly without any intervention of jamadar and that jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen and by way of commission or otherwise.
- VIII. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by that jamadar from the wages of workmen engaged by him in the work premises of BHEL.
- IX. All the registers and records shall be preserved in original for a period of 3 years from the passing of final bill and shall be produced on demand before any officer, inspector, etc. of the Government/ BHEL.

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

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

The Engineer-In charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employee upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/ buildings in that position.

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

21. ACCOMMODATION FOR LABOUR

The contractor shall during the progress of the work, provide, erect and maintain at his own expense and approved standards and scales, all necessary temporary living and sanitary accommodation required for his work people on the site, in connection with the execution of the work and also arrange for supply of wholesome drinking water for his work people.

The planning, sitting, layout and erection of these temporary buildings shall be approved by the Engineer In charge and the whole of such temporary accommodation shall at all times during the progress of the work be kept tidy and in clean sanitary conditions to the entire satisfaction of the Engineer In charge and at the contractor's expenses. The contractor shall confirm generally to the sanitary requirements of the local medical and health authority and at all times with such precautions that may be necessary to prevent soil pollution of the site.

On completion of the work all such temporary buildings shall be cleaned away, all rubbish burnt, excrete or other disposal pits or trenches filled and effectively sealed off and the whole of the site left clean and tidy to the entire satisfaction of the Engineer In charge and at the contractors expense.

22. ANTI MALARIAL PRECAUTION :

The contractor shall at his own expenses, conform to all anti-malarial instruction given to him by the Engineer In charge including filling up of borrow pits, if any.

23. CONSERVANCY:

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

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

24. NUISANCE:

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

25. WATER & ELECTRICITY:

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

- i) Water/ Electricity charge shall be deducted @ 1.2% of gross amount of work done.
- ii) One/ two source of supply of water/ electricity points, to be decided by Engineer In charge, shall be provided by BHEL. However, contractor shall have to make their own arrangement for laying of pipelines/ connection from the main source of supply for working at site.
- iii) Department do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity mains so that the progress of work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

26. TEMPORARY WORKSHOPS STORES etc.:

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

27. STORES AND MATERIALS ON SITE:

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

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

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

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

Should the Engineer In charge consider at any time during the construction or reconstruction or prior to the expiry of the maintenance period that the stores or materials provided by the contractor are unsound or of a quality inferior to the constructed or otherwise and not in accordance with the contract (in respect whereof the decision of the Engineer 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 or notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense to the entire satisfaction of Engineer In charge and in the event of his failing to do so within a period to be specified by 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 respect of the contractor.

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

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

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

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

28. TOOLS AND PLANTS ON SITE:

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

29. STATEMENT OF HIRE CHARGES:

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

30. PRECAUTIONS AGAINST RISK:

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

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

31. NOTICES AND FEES:

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

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

The Engineer In charge shall supply dimensions, drawings, levels and other information necessary to enable the contractor to set out the work. The contractor shall at his own expense setout accurately according to the drawings, figures and dimensions there, on all the work in the contract and any extras or additions thereto and shall be solely responsible for their being so set out and executed. All bench marks, pegs, signals on surface, alignment stones, mile stones and all similar marks whether putting by BHEL authorities for the purpose of checking the contractor's work in the tenure of the contractor, be put under the care of the contractor who shall, at his own expense take all proper and responsible precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever the same may, if deemed necessary, be replaced by the Sr. Manager/ DGM to the contractor's expense and the cost thereof deducted from any money thereon or/ after becoming due to the contractor.

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

33. SITE DRAINAGE:

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

34. EXCAVATION RELICS etc.:

Material of any kinds obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as the Engineer In charge directs. All gold, silver, oil and other materials of any description and all precious stones, coins, treasures, relics, antiquities and other similar items which may be found on at/upon the site shall be the property of the BHEL.

35. FOUNDATIONS:

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

36. COVERING OF WORK:

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

37. APPROVAL OF WORKS BY STAGES:

All work embracing more than one process shall be subject to examination and approval at each stage and the contractor shall give due notice in writing to the Engineer 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 charge thereon shall be final and conclusive.

38. EXECUTION OF WORK:

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

39. RESPONSIBILITY FOR BUILDINGS:

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

40. INSPECTION OF WORKS:

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

41. INSURANCE:

1. The contractor shall take out and maintain the following insurance policies at his cost during the performance of contract for building work inclusive of cost of free issue material supplied by BHEL:
 - A) Contractor's all risk insurance (with the BHEL as the principal policyholder) for the insurance value equal to the total contract price and cost of material such as cement and steel supplied by BHEL.
 - B) Erection all risk insurance where applicable in the case of erection work.
2. All risks insurance policy as above shall also cover the following optional extensions:
 - A) Maintenance cover of 12 months from the date of contract works are completed and handed over to the principal including indemnity against any loss or damage arising from a cause occurring prior to the commencement of the maintenance period.
 - B) Construction plant and machinery.
 - C) Third party's liability.
 - D) Removal of debris charges
3. The insurance covers as above shall remain in full force up to the time of contract work is finally accepted and taken over by the BHEL including 12 months maintenance guarantee period. The contractor shall pay necessary premium as may be required under the terms of the policy.
4. The contractor shall submit drafts of insurance policies to BHEL for approval before these policies are taken out.
5. The contractor shall deposit the insurance policy/ policies along with the receipts for premium with the BHEL within 14 (fourteen) days from the effective date of this agreement failing which the BHEL shall have the right to take out insurance covers at Contractor's expense and deduct the amount of such premiums paid/ to be paid from any money due or becoming due to the contractor.

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

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

43. COMPLETION:

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

44. COMPENSATION AS LIQUIDATED DAMAGES FOR DELAY:

If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress as set out under the caption "TIME " in clause 6 of these General Conditions, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.50 percentage of the total contract sum for every week (7 days) of extension sought beyond the scheduled date of completion as shown in schedule " A " of the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the contract sum. Such amount may be adjusted or set off against any sum payable to the contractor under this or any other contract. If delay is for 8 days, it will be counted as delay for 2 weeks for liquidated damages. In case any penalty is to be levied at any stage during the progress of work, reference shall be made to the clause as mentioned in special condition of tender.

45. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

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

If the contractor---

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

OR

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

OR

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

OR

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

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

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

If the contractor -----

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

OR

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

OR

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

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

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

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

If the contractor—

- a) makes default in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after a reasonable notice from the Engineer In charge.

OR

- b) in the opinion of the Engineer In charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work with due diligence and continues in that state after reasonable notice from Engineer In charge.

OR

- c) fails to complete the work, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to BHEL contract.

OR

- d) fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with order properly issued.

OR

- e) fails to complete the work, work order, and items of work with individual dates for completion and clear the site on or before the date of completion, or if fails to achieve the conditions of contract, the Accepting Officer, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter or do only such work order or items of work in default from the contract at the expense and cost of the contractor. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work as a whole or part to under this contract, the contractor shall either pay the excess amount ordered by Engineer In charge or the same shall be recovered from the contractor by other means.

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

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

48. TERMINATION OF CONTRACT DUE TO DEATH:

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

49. SPECIAL POWERS OF TERMINATION:

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

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

50. FAIR WAGE:

Refer clause 20 of General terms and conditions of Contract.

Downloaded from BHEL website

CHAPTER IV **VALUATION AND PAYMENT**

51. RECORDS AND MEASUREMENTS:

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

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

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

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

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

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

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

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

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

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

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

52. VALUATION OF DEVIATION:

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

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

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

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

- (b) If even an appropriate analogous group of items or items are not available in contractors schedule and CPWD Schedule, then the method of proportion will be applied to all these items of the whole work, which are available in both the schedule and for which orders have been placed on the contractor i.e. in the same proportion as the cost of all these of work (the sum of the products of the tendered rates and the quantities for which the orders placed bears to the total cost of the same items and quantities at the CPWD rates).
2. If any work not covered by any of the foregoing is ordered on the contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

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

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

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

No escalation in cost will be permitted under any circumstances.

54. ADVANCE ON ACCOUNT:

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

In the case of work, estimated to cost, more than Rupees Twenty Thousand, the contractor may at intervals of not less than one month or as otherwise provided for in the contract documents, counting from the date in which order to commence work is given by Engineer 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 Sr. Engineer subject to a maximum of 90% of the value of the work actually executed on site, provided the work has been executed to the satisfaction of the Engineer In charge. The certificate of the Engineer In charge, regarding such approval and passing of the same payable shall be final and conclusive against the contractor. After the full amount of security deposit is made up through the 10% deduction from "On Account" bill, 100% payment of all subsequent bills may be made to the contractor.

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

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

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

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

55. FINAL BILLS:

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

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

56. PAYMENTS OF BILLS:

The payment of final bill will be made only after successful proving. All payments to be made to the contractor under this contract shall be through crossed cheque marked "Account Payee Only" within a reasonable time after the certification by the Engineer In charge.

57. RECOVERY FROM THE CONTRACTOR:

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

58. POST TECHNICAL AUDIT OF WORK & BILLS:

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

59. REFUND OF SECURITY DEPOSIT:

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

60. ARBITRATION:

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer In charge / 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, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion 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 venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

61. IMPLEMENTATION OF PROVISION OF THE APPRENTICE ACT:

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

62. SAFETY AND SECURITY:

1. BHEL reserves the right to take penal action as deemed fit if any information provided by the vender / contractor is found to be incorrect.
2. **Other safety related conditions:**
 - a) The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-in-charge as he may deem necessary.

- b) The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site use safety belt, gloves, helmets, masks etc. as are necessary for their safety.
- c) The contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required.
- d) The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e) The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that their employees / workmen comply with the statutory safety rules and regulations as and also those laid down by BHEL from time to time.
- f) The contractor shall provide at his cost necessary watch and ward force as may be approved by the BHEL to ensure security and safety of all buildings, structures, equipments and materials under their custody at the site of work.
- g) The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identify badges to their personnel and workmen, which must be properly displayed by them at site.
- h) In order to facilitate issue of exit gate permits by the BHEL for materials and equipments either during execution or the maintenance period, the CONTRACTOR shall submit to the BHEL list of construction / erection equipment etc. and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles etc. shall be subject to certification by the Engineer In charge.
- i) The contractor and his personnel / workmen shall be subject to security check by BHEL's own security force or Central Industrial Security Force if engaged by the BHEL for the over all protection of the project.
- j) The contractor shall not allow any visitors on the works except with the written permission of the BHEL.
- k) From the commencement to the completion of work, the contractor shall take full responsibility for the care of the work, constructional plant and equipment and all temporary works and in case any damage or loss shall happen to the work, constructional plant and equipment or to plant temporary work from any cause whatsoever, the contractor shall at his own cost replace or repair and make good the same.
- l) The contractor will notify well in advance to the Engineer-in-charge of his intention to bring to site any container filled with liquid or gaseous fuel explosive or petroleum substance or such chemicals, which may involve hazards. The Engineer-in-charge shall have the right to prescribe the conditions under which such containers are to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The Engineer-in-charge shall have to right at his sole discretion to inspect any such container or such construction plant / equipment, for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by BHEL nor shall BHEL entertain any claim of the contractor towards additional safety provisions/ conditions to be provided for/ constructed as per Engineer In charge instructions compliance to statutory in respect of such conditions will be the sole responsibility of the contractor.
- m) Further any such decision of the Engineer In charge shall not in any way absolve the contractor of his responsibilities for safety provisions and in case, use of such a container or entry thereof into the site area is forbidden by Engineer In charge without any cost implications to BHEL or extension of work schedule.
- n) Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosive, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948 and Petroleum and Calcium Carbide Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in-charge. In case, any approval is necessary from the Chief Inspector (Explosives) or other statutory authorities, the contractor shall be responsible for obtaining the same.

- o)** All equipment used in construction & erection by the contractor shall meet Indian/ International Standards and where such standards do not exist, contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guide lines/ rules of BHEL in this regard.
- p)** Periodical examination and all tests for all lifting/ hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Rules 1910 and associated Law/ Rules in force from time to time. A register of such examinations and tests shall be promptly produced as and when desired by Engineer-in-charge or Safety Officer.
- q)** Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need at his own cost as may be directed by Engineer-in-charge who will also have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adoptability.
- r)** The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffolding, safety belts etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person.
- s)** The contractor shall not interfere with or disturb electric fuses, wiring and other electrical equipment belonging to BHEL or other contractors under any circumstances whatsoever, unless specially permitted in writing by BHEL to handle such fuses, wiring or electrical equipment.

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

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

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

- i) The appliance is in good condition and is fitted with a suitable plug.
 - ii) The appliance is fitted with suitable cable having two earth conductors, one of which shall be an earthed metal sheet surrounding the cores.
 - iii) No electrical cable in use by the contractor will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
 - iv) No repair work shall be carried out on any live equipment, the equipment must be declared safe by the Engineer-in-charge and a permit to work shall be issued by Engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/ equipment whether alive or dead suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/ workmen/ officers.
- t)** The contractor shall employ necessary number of qualified full time electricians/ electrical supervisors to maintain his temporary electrical installations.
 - u)** In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Engineer-Incharge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances.
 - v)** The Engineer-In charge and Safety Officer shall have the right at his sole discretion to stop the work, if in his opinion, the work is being carried out in such a way that it may cause accidents and endanger the safety of the person and/ or property and/ or equipments. In such cases, the contractor shall also be informed in writing about the nature of hazards and possible injury/ accident and he shall remove the shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the respective General Manager within 3 days of such stoppage of work and decision of GM in this respect shall be conclusive and binding on the contractor.
 - w)** Notwithstanding anything contrary to this, in the event of his workmen, the contractor shall be required to fill Injury Report and submit to the Shop Manager/ Engineer In charge of BHEL immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules made there under.

- x) The contractor shall not be entitled to any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not necessarily be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- y) The contractor shall follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any demur protest or contest or reservation. In case of any unconformity between statutory requirement and BHEL Safety Rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.
- z) If the contractor fails in providing safe working environment as per the statutory requirements and / or BHEL Safety Rules or continue to work even after being instructed to stop the work by Engineer-in-charge or Safety Officer as provided above, the contractor shall promptly pay to BHEL, on demand, compensation at the rate of Rs. 500/- per day or part thereof till instructions are complied with and so certified by Engineer-in-charge / Safety Officer. However, in case of accident taking place causing death/ injury to any individual the statutory provisions shall apply in addition to compensation mentioned in this para; and the contractor will be solely liable on account of this.

Downloaded from BHEL website

SCHEDULE 'A'

63. LIST OF WORKS AND PRICES

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

Sl no	Description of work	Total amount of work / Supplies		Period of completion
		In figures	In words	
<p>As per BOQ attached</p>				

Downloaded from BHEL website

SCHEDULE 'B'

64. FREE ISSUE OF STORES TO THE CONTRACTOR: Punitive rate will be 100% more than the rate mentioned below.

Sl no	Item of stores	Unit	Rate (Rs)	Place of issue	Remarks
1	Cement	Bags of 50 Kg	250	BHEL stores	In case of free issue of cement and steel the issue rates of cement and steel shown here are for the purpose of determining the punitive rates as per clause 'I'
2	Tor steel	MT	50000		
3	Structural Steel	MT	50000		
4	Bitumen	MT	50000		

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

Variations permissible on theoretical quantities of materials issued by BHEL

Sl No	Description	Permissible variation
1	Cement for works with estimated cost put to tender not more than Rs 5.0 lacs	Up to 3% minus & nil on plus side
2	Cement for works with estimated cost put to tender more than Rs 5.0 lacs	Up to 2% minus & nil on plus side
3	Steel reinforcements and structural steel sections	Up to 2% plus only & nil on minus side

SCHEDULE 'C'

65. ISSUE OF TOOLS & PLANTS TO THE CONTRACTOR

Sl no	PARTICULARS	BHEL CREW HIRE CHARGES	REMARKS
		Supplied Unit / per bag	
<p>As per CPWD applicable Delhi Schedule of Rates</p>			

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

Downloaded from BHEL website

**BHARAT HEAVY ELECTRICALS LIMITED
HEEP, RANIPUR, HARDWAR – 249403**

Work Order / Agreement

To,
M/s.....
.....
.....

Work Order / Agreement no.: FCX/CA/..... Dt.....

Dear Sir (s),

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

Name of Work:.....

Allocation of Budget:.....

Schedule of Work

- 1 The above work amounting to Rs.----- only will be executed as per rates of agreement.
- 2 Stores and T & P will be issued as per provisions of schedules/ terms & conditions attached with the tender.
- 3 The work will be started from Dt.----- and will be completed within ----- month's i.e. by Dt.-----
- 4 Earnest Money of Rs.----- deposited vide following details -----

You are requested to kindly return the original copy signed at the space provided. Concurrence No.-----Dated--

For and on behalf of BHEL, HEEP, Hardwar

BHEL – Executive

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

Sd. _____
(Witness)
Name _____
Address _____

Sd. _____
(Contractor)
M/s _____

Annexure – Q

Contract Agreement

This agreement made this day the..... day of(month) 2006 (year) between Bharat Heavy Electricals Limited, HEEP, Hardwar, having its registered office at BHEL House, Siri Fort, New Delhi -110049 (here in after called the First Party) of one part and M/s (here in after called the contractor) of second part. The contract will commence on (date) and will remain valid for a period ofmonths till (date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.

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

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

And whereas the said contractor has deposited requisite Earnest Money and shall further deposit requisite money towards security deposit as per clause 16 of General Conditions of contract and the same will be refunded to the contractor in accordance with clause 61 of General Conditions of contract. Now these presents witness that in consideration of the said contract schedule as also of agreement of good and faithful service to be rendered and performed by the contractor in execution of the said work, subject to the stipulation hereinafter expressed.

1. That the said contractor will perform the aforesaid work subject to the conditions contained in the General & Special conditions of contract and the contract documents attached herewith as also as indicated in the contract documents including the said contract schedules, specifications and drawings attached and also such other drawings and instructions as may from time-to-time be given by the First Party, and that the said contractor shall be deemed to have carefully examined the General & Special conditions of contract, specifications, schedules, drawings, as aforesaid and related documents, if any, and also to have satisfied himself as to the nature & character of the work to be executed.
2. That at the end of each calendar month or as specified in the contract documents commencing from the date when the contractor commences the work, the First Party will pay to the said contractor, during the progress of the said work at the approved rates as per Schedule 'A' and bill of quantities attached hereto, a sum as determined by the parties in respect of the work executed by the contractor during the month provided that 10% deduction from each running bill as per clause 16 of the General Condition of Contract attached here shall be made till requisite amount of money towards security deposit is deposited. In all other respect as to the mode of payment the parties hereto shall be governed by clause 56 of the General condition of Contract with effect from the date on which the said contract commences / commenced the work.

Sd. _____

(Contractor)

Sd. _____

(BHEL Executive)

Sd. _____

(Witness)

3. That in all cases of compensation for delays and extension of time, the parties hereto shall be governed by the clause 6,7,44 and 57 respectively of BHEL General Conditions of the contract attached herewith.
4. That whenever under this contract or to any other contract, any sum of money shall be recoverable from or payable by the contractor, the sum may be deducted in the manner as set out in clause 57 of the General Conditions of contract as aforesaid.
5. That all charges on account of Octroi, Terminal or Sales Tax or other Duties on materials obtained for the work (excluding materials provided by the First Party) shall be borne by the said contractor.
6. That all orders, notices etc. to be given under the Contract by the First Party shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the contractor, shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him.
7. The First Party reserves the right to call for clarifications and interact with the contractor on technical and functional aspects of the works at his discretion. However, if any instruction is to be issued to the Contractor, the same shall be issued through the Engineer Incharge.
8. That the expenses of completing and stamping the agreement shall be borne by the contractor.
9. That the expression of BHEL wherever occurring means Bharat Heavy Electricals Limited, or Owner wherever occurring refer to the First Party, if not mentioned to that effect.
10. In witness whereof, the parties have respectively set their signatures in the presence of.

WITNESS

1. _____

Sd. _____
(CONTRACTOR)

2. _____

DATE: _____

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

Sd. _____
(BHEL Executive)

UN-PRICED PRICE BID

OFFICE OF THE SR. DGM (WEX-FCX/WCS) BHEL HARDWAR					
Name of work : Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar.			Date of opening: NIT No/FCX/17-18/02 dt. 5.05.2017		
Estimated Cost : Rs 98.29 lacs.			Time of comp. : 12 months		
Earnest Money : Rs. 1.97 lacs.			Tender Cost : Rs 500/-		
BILL OF QUANTITY (Details of estimate based on worked out items)					
S.NO.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT

1. INTEGRATED MECHANIZED & MANUAL UPKEEP OF TOILETS BY SWEEPING, CLEANING, WET AND DRY MOPPING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING CLEANING OF VITREOUS CHINAWARE LIKE WC SEAT, URINAL POT, WASH BASIN, FLOOR, DADO/WALL TILES/MOSAIC, PIPING AND ALL FITTINGS ETC. AND LAYING & MAINTAINING URINAL CAKE (DEODORIZER)/URINAL SCREENS IN EACH URINAL POT ALL THE TIME INCLUDING REGULAR DUSTING AND REMOVING WEB / JALA FROM WALLS AND CEILING ETC., CLEANING OF FLOOR TRAPS AND GULLY TRAPS, WASHING OF FOOT MATS, SWEEPING AND CLEANING THE APPROACH AREA FOR TOILET, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. THE OPERATION ALSO INCLUDES DEEP CLEANING AT SPECIFIED FREQUENCY WITH HIGH PRESSURE JET CLEANER AND OTHER REQUIRED TOOLS, PLANTS AND CONSUMABLES ETC AS PER DIRECTION OF ENGINEER IN CHARGE.

(A) GENERAL/Common TOILET OF WORKSHOPS (HAVING TWO OR MORE URINALS, TWO OR MORE W.C., TWO OR MORE WASH BASINS) WITH CLEANING FREQUENCY TWICE A DAY AS WELL AS DEEP CLEANING AT LEAST TWICE IN A MONTH.

24000	No.	90.00	2160000
-------	-----	-------	---------

2. INTEGRATED MECHANIZED & MANUAL UPKEEP OF TOILETS BY SWEEPING, CLEANING, WET AND DRY MOPPING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING CLEANING OF VITREOUS CHINAWARE LIKE WC SEAT, URINAL POT, WASH BASIN, FLOOR, DADO/WALL TILES/MOSAIC, PIPING AND ALL FITTINGS ETC. AND LAYING & MAINTAINING URINAL CAKE (DEODORIZER)/URINAL SCREENS IN EACH URINAL POT ALL THE TIME INCLUDING REGULAR DUSTING AND REMOVING WEB / JALA FROM WALLS AND CEILING ETC., CLEANING OF FLOOR TRAPS AND GULLY TRAPS, WASHING OF FOOT MATS, SWEEPING AND CLEANING THE APPROACH AREA FOR TOILET, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. THE OPERATION ALSO INCLUDES DEEP CLEANING AT SPECIFIED FREQUENCY WITH HIGH PRESSURE JET CLEANER AND OTHER REQUIRED TOOLS, PLANTS AND CONSUMABLES ETC AS PER DIRECTION OF ENGINEER IN CHARGE.

(B) GENERAL/Common TOILET OF ADM BUILDING AND OFFICES (HAVING TWO OR MORE URINALS, TWO OR MORE W.C., TWO OR MORE WASH BASINS) WITH CLEANING FREQUENCY ONCE A DAY AND DEEP CLEANING AT LEAST ONCE IN A MONTH.

31500	No.	60.00	1890000
-------	-----	-------	---------

3. INTEGRATED MECHANIZED & MANUAL UPKEEP OF TOILETS BY SWEEPING, CLEANING, WET AND DRY MOPPING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING CLEANING OF VITREOUS CHINAWARE LIKE WC SEAT, URINAL POT, WASH BASIN, FLOOR, DADO/WALL TILES/MOSAIC, PIPING AND ALL FITTINGS ETC. AND LAYING & MAINTAINING URINAL CAKE (DEODORIZER)/URINAL SCREENS IN EACH URINAL POT ALL THE TIME INCLUDING REGULAR DUSTING AND REMOVING WEB / JALA FROM WALLS AND CEILING ETC., CLEANING OF FLOOR TRAPS AND GULLY TRAPS, WASHING OF FOOT MATS, SWEEPING AND CLEANING THE APPROACH AREA FOR TOILET, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. THE OPERATION ALSO INCLUDES DEEP CLEANING AT SPECIFIED FREQUENCY WITH HIGH PRESSURE JET CLEANER AND OTHER REQUIRED TOOLS, PLANTS AND CONSUMABLES ETC AS PER DIRECTION OF ENGINEER IN CHARGE.

(C) ATTACHED TOILETS AND LADIES TOILETS WITH REGULAR CLEANING FREQUENCY ONCE A DAY AND DEEP CLEANING AT LEAST ONCE IN A MONTH.

22500 No. 37.50 843750

4. MECHANIZED SWEEPING OF ROADS & PARKING ETC WITH RIDE ON SWEEPING MACHINE INCLUDING ALL TOOL & PLANTS, CONSUMABLES, LABOURS ETC INCLUDING DISPOSAL OF COLLECTED GARBAGE/DEBRIS ETC AT DESIGNATED PLACE UP TO 1 KM AND KEEPING/MAINTAINING THE ROAD CLEAN FOR THE DAY OF OPERATION AS PER DIRECTION OF ENGINEER IN CHARGE. ONLY CLEANED AREA SHALL BE MEASURED FOR PAYMENT.

A) DAILY CLEANING OPERATION OF SPECIFIED AREA WITH AT LEAST ONE COMPLETE OPERATION AND MAINTAINING THE SAME ON DAILY BASIS.

6600000 SM 0.18 1188000

5. MECHANIZED SWEEPING OF ROADS & PARKING ETC WITH RIDE ON SWEEPING MACHINE INCLUDING ALL TOOL & PLANTS, CONSUMABLES, LABOURS ETC INCLUDING DISPOSAL OF COLLECTED GARBAGE/DEBRIS ETC AT DESIGNATED PLACE UP TO 1 KM AND KEEPING/MAINTAINING THE ROAD CLEAN FOR THE DAY OF OPERATION AS PER DIRECTION OF ENGINEER IN CHARGE. ONLY CLEANED AREA SHALL BE MEASURED FOR PAYMENT.

B) ALTERNATE DAY CLEANING OF SPECIFIED AREA WITH AT LEAST ONE COMPLETE OPERATION AND MAINTAINING THE SAME ON THE DAY OF CLEANING

5250000 SM 0.22 1155000

6. INTEGRATED MECHANIZED & MANUAL SWEEPING, CLEANING, WET AND DRY MOPPING OF OFFICES, CORRIDORS, CONFERENCE HALL, STAIRCASES ETC.. OF ADM / NON RESIDENTIAL BUILDING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING DUSTING OF FURNITURES, ELECTRICAL FITTING AND APPLIANCES. IT INCLUDES REMOVING WEB / JALA FROM WALLS AND CEILING ETC., WASHING OF FOOT MATS, EMPTING DUSTBINS AND PLACING THEM BACK, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION OF WORKING PLACE / PASSAGES AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. (80% OF EXECUTED FLOOR AREA SHALL BE MEASURED FOR PAYMENT PURPOSE EXCLUDING CORRIDORS, GALLERY & COMMON ACCESS AREAS)

4320000 SM 0.60 2592000

Total Estimated Cost : Rs. 98,28,750

PRICE BID

PART-II

OFFICE OF THE SR. DGM (WEX-FCX/WCS) BHEL HARDWAR					
Name of work : Cleaning and upkeep of toilets, roads and buildings etc in HEEP, BHEL Haridwar.			Date of opening: NIT No/FCX/17-18/02 dt. 5.05.2017		
Estimated Cost : Rs 98.29 lacs.			Time of comp. : 12 months		
Earnest Money : Rs. 1.97 lacs.			Tender Cost : Rs 500/-		
BILL OF QUANTITY (Details of estimate based on worked out items)					
S.NO.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT

- INTEGRATED MECHANIZED & MANUAL UPKEEP OF TOILETS BY SWEEPING, CLEANING, WET AND DRY MOPPING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING CLEANING OF VITREOUS CHINAWARE LIKE WC SEAT, URINAL POT, WASH BASIN, FLOOR, DADO/WALL TILES/MOSAIC, PIPING AND ALL FITTINGS ETC. AND LAYING & MAINTAINING URINAL CAKE (DEODORIZER)/URINAL SCREENS IN EACH URINAL POT ALL THE TIME INCLUDING REGULAR DUSTING AND REMOVING WEB / JALA FROM WALLS AND CEILING ETC., CLEANING OF FLOOR TRAPS AND GULLY TRAPS, WASHING OF FOOT MATS, SWEEPING AND CLEANING THE APPROACH AREA FOR TOILET, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. THE OPERATION ALSO INCLUDES DEEP CLEANING AT SPECIFIED FREQUENCY WITH HIGH PRESSURE JET CLEANER AND OTHER REQUIRED TOOLS, PLANTS AND CONSUMABLES ETC AS PER DIRECTION OF ENGINEER IN CHARGE.

(A) GENERAL/Common TOILET OF WORKSHOPS (HAVING TWO OR MORE URINALS, TWO OR MORE W.C., TWO OR MORE WASH BASINS) WITH CLEANING FREQUENCY TWICE A DAY AS WELL AS DEEP CLEANING AT LEAST TWICE IN A MONTH.

24000	No.	90.00	2160000
-------	-----	-------	---------
- INTEGRATED MECHANIZED & MANUAL UPKEEP OF TOILETS BY SWEEPING, CLEANING, WET AND DRY MOPPING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING CLEANING OF VITREOUS CHINAWARE LIKE WC SEAT, URINAL POT, WASH BASIN, FLOOR, DADO/WALL TILES/MOSAIC, PIPING AND ALL FITTINGS ETC. AND LAYING & MAINTAINING URINAL CAKE (DEODORIZER)/URINAL SCREENS IN EACH URINAL POT ALL THE TIME INCLUDING REGULAR DUSTING AND REMOVING WEB / JALA FROM WALLS AND CEILING ETC., CLEANING OF FLOOR TRAPS AND GULLY TRAPS, WASHING OF FOOT MATS, SWEEPING AND CLEANING THE APPROACH AREA FOR TOILET, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. THE OPERATION ALSO INCLUDES DEEP CLEANING AT SPECIFIED FREQUENCY WITH HIGH PRESSURE JET CLEANER AND OTHER REQUIRED TOOLS, PLANTS AND CONSUMABLES ETC AS PER DIRECTION OF ENGINEER IN CHARGE.

(B) GENERAL/Common TOILET OF ADM BUILDING AND OFFICES (HAVING TWO OR MORE URINALS, TWO OR MORE W.C., TWO OR MORE WASH BASINS) WITH CLEANING FREQUENCY ONCE A DAY AND DEEP CLEANING AT LEAST ONCE IN A MONTH.

31500	No.	60.00	1890000
-------	-----	-------	---------
- INTEGRATED MECHANIZED & MANUAL UPKEEP OF TOILETS BY SWEEPING, CLEANING, WET AND DRY MOPPING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING CLEANING OF VITREOUS CHINAWARE LIKE WC SEAT, URINAL POT, WASH BASIN, FLOOR, DADO/WALL TILES/MOSAIC, PIPING AND ALL FITTINGS ETC. AND LAYING & MAINTAINING URINAL CAKE (DEODORIZER)/URINAL SCREENS IN EACH URINAL POT ALL THE TIME INCLUDING REGULAR DUSTING AND REMOVING WEB / JALA FROM WALLS AND CEILING ETC., CLEANING OF FLOOR TRAPS AND GULLY TRAPS, WASHING OF FOOT MATS, SWEEPING AND CLEANING THE APPROACH AREA FOR TOILET, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. THE OPERATION ALSO INCLUDES DEEP CLEANING AT SPECIFIED FREQUENCY WITH HIGH PRESSURE JET CLEANER AND OTHER REQUIRED TOOLS, PLANTS AND CONSUMABLES ETC AS PER DIRECTION OF ENGINEER IN CHARGE.

(C) ATTACHED TOILETS AND LADIES TOILETS WITH REGULAR CLEANING FREQUENCY ONCE A DAY AND DEEP CLEANING AT LEAST ONCE IN A MONTH.

22500 No. 37.50 843750

4. MECHANIZED SWEEPING OF ROADS & PARKING ETC WITH RIDE ON SWEEPING MACHINE INCLUDING ALL TOOL & PLANTS, CONSUMABLES, LABOURS ETC INCLUDING DISPOSAL OF COLLECTED GARBAGE/DEBRIS ETC AT DESIGNATED PLACE UP TO 1 KM AND KEEPING/MAINTAINING THE ROAD CLEAN FOR THE DAY OF OPERATION AS PER DIRECTION OF ENGINEER IN CHARGE. ONLY CLEANED AREA SHALL BE MEASURED FOR PAYMENT.

A) DAILY CLEANING OPERATION OF SPECIFIED AREA WITH AT LEAST ONE COMPLETE OPERATION AND MAINTAINING THE SAME ON DAILY BASIS.

6600000 SM 0.18 1188000

5. MECHANIZED SWEEPING OF ROADS & PARKING ETC WITH RIDE ON SWEEPING MACHINE INCLUDING ALL TOOL & PLANTS, CONSUMABLES, LABOURS ETC INCLUDING DISPOSAL OF COLLECTED GARBAGE/DEBRIS ETC AT DESIGNATED PLACE UP TO 1 KM AND KEEPING/MAINTAINING THE ROAD CLEAN FOR THE DAY OF OPERATION AS PER DIRECTION OF ENGINEER IN CHARGE. ONLY CLEANED AREA SHALL BE MEASURED FOR PAYMENT.

B) ALTERNATE DAY CLEANING OF SPECIFIED AREA WITH AT LEAST ONE COMPLETE OPERATION AND MAINTAINING THE SAME ON THE DAY OF CLEANING

5250000 SM 0.22 1155000

6. INTEGRATED MECHANIZED & MANUAL SWEEPING, CLEANING, WET AND DRY MOPPING OF OFFICES, CORRIDORS, CONFERENCE HALL, STAIRCASES ETC.. OF ADM / NON RESIDENTIAL BUILDING WITH APPROVED CLEANING AGENT AND DETERGENT ETC. INCLUDING DUSTING OF FURNITURES, ELECTRICAL FITTING AND APPLIANCES. IT INCLUDES REMOVING WEB / JALA FROM WALLS AND CEILING ETC., WASHING OF FOOT MATS, EMPTING DUSTBINS AND PLACING THEM BACK, DISPOSAL OF ALL WASTE/GARBAGE ETC. TO DESIGNATED PLACE UP TO 200 METERS LEAD INCLUDING ALL MATERIAL, LABOUR AND T & P ETC.. REQUIRED FOR PROPER COMPLETION OF WORK FOR MAINTAINING NEAT & CLEAN HYGIENIC CONDITION OF WORKING PLACE / PASSAGES AS PER STANDARDS AND DIRECTION OF ENGINEER IN CHARGE. (80% OF EXECUTED FLOOR AREA SHALL BE MEASURED FOR PAYMENT PURPOSE EXCLUDING CORRIDORS, GALLERY & COMMON ACCESS AREAS)

4320000 SM 0.60 2592000

Total Estimated Cost : Rs. 98,28,750

Rate quoted by the tenderer in percent (above/ below/ at par) for the rates given above	Quoted percentage in figure	
	Quoted percentage in words	
Quoted value of work by the tenderer	In figure	
	In words	