Tender Document

Tender Specification No: BAP:CF:OT:12/2017-18 Dt: 13/12/2017

Name of Work:

"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"

Period of Contract: **One Year**

Part – I – Qualification Bid

(Pages 1 – 155 including this cover page – Qualification bid only)

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

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

Authority to Tender - Civil Projects & Services

BAP:CP&S:CONTRACTS: Dt: 13/12/2017

To
The Tenderer

Dear Sirs,

Sub: **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"**

Ref: Tender Notice No: **BAP:CF:OT:12/2017-18 Dt: 13/12/2017**

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

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

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

02. The Price Bid cover shall contain only price bid document duly filled in and signed by the tenderer in all the pages. **The tenderer has to quote most competitive rates for Bill of Quantities from Part - II : Price Bid only.**

03. EMD cover shall contain requisite EMD in the form of Demand Draft or any other mode mentioned in clause 11 of Instructions to tenderer. Tender without EMD will be summarily rejected and the qualification bid & price bid shall not be considered. **Tender documents can be downloaded from web sites**. Demand Draft towards **EMD shall be drawn in favour of BHEL, Ranipet payable at Ranipet.**

The completed qualification bid and price bid along with requisite EMD of **Rs. 64,250/-** for the work in the form of Demand Draft in favour of BHEL, Ranipet shall reach the office of the undersigned on or before **08/01/2018 at 15.00 hrs.** EMD in any other form other than mentioned in this tender will not be accepted.

The qualification bid will be opened on the **same day at 15.00 hrs.** In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid.

You / your authorized representative may participate in the tender opening. Clarification if any can be obtained by contacting the under signed official through following phone No. (or) E-mail.

Phone: 04172 - 28 4792 / +91 - 78670 93010 **E-mail: mmselvam@bhelrpt.co.in**

Thanking you.

Yours faithfully
For and on behalf of
Bharat Heavy Electricals Limited,

DGM / Civil Projects & Services
BHEL-BAP-Ranipet
Vellore – 632406
Tamilnadu.

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Mandatory List of Documents to be submitted by the Tenderer along with the Tender:

1) EMD paid details as per tender.
2) Work experience (for completed works) certificates of last 7 years as per qualification requirement (QR) of the tender along with copy of the work order / purchase order / work agreement with the client for the work completion certificate issued by them.
3) Audited balance sheet and profit & loss account of your company for last 3 years.
4) IT returns filing proof of last 3 years.
5) PAN card.
6) VAT registration.
7) Goods and Services Tax (GST) registration.
8) Sales Tax registration.
9) PF registration.
10) ESI registration / Comprehensive insurance for the workers.
11) No deviation certificate fully filled. (available with the tender)
12) Acceptance form for EFT payments, duly filled and signed by the bank manager with his authorization number. (form available with the tender)

CHAPTER – I

NOTICE INVITING TENDER	
1. Tender Notice No	**BAP:CF:OT:12/2017-18 Dt: 13/12/2017**
2. Name of work	**"Horticulture maintenance works in factory for the year 2017-18 and 2018-19."**
3. Period of contract	**One Year**
4. Estimated Cost of the work:	**Rs. 32,12,412.00**
5. Tender Document Cost	NIL –(can be downloaded freely from BHEL web site – http://www.bhel.com/tender/list_tender.php)
6. **Earnest Money Deposit** (EMD) Amount	**Rs. 64,250/-** (Rs. Sixty four thousand two hundred and fifty only)
7. Last date & Time for receipt of the completed Tender	**08/01/2018 at 15.00 Hrs.**
8. Date of Technical bid Opening	**08/01/2018 at 15.00 Hrs.**
9. Date of Price Bid Opening	Tenderers whose technical bids were found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid / Reverse Auction.
10. Place of submission of Tender	**Tender Box placed in** **Office of the DGM,** **Civil Projects & Services,** **BHEL - BAP, Ranipet – 632 406**
11. Address on the Sealed Tender Cover to be:	Deputy General Manager Civil Projects & Services, Bharat Heavy Electricals Limited, Ranipet – 632 406 Vellore District. Tamilnadu
12. Venue of the Tender Opening	Office of the DGM / Civil Projects & Services
13. Tender Document Contains:	Totally **162 pages** (Qualification bid & Price bid)

CHAPTER – II

PREAMBLE:

Name of work: **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"**

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

01. The tenderers are advised to visit the work site in BHEL at Ranipet, Vellore (TN) and get themselves acquainted with the site conditions before submitting the offer.

02. ***Qualifying / Eligibility Criteria:***

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

a. Average annual financial turnover of the Contractor during last 3 years ending on 31st March 2017, **should not be less than 30% of the estimated value of this work** and the tenderer should submit audited balance sheet and Profit & Loss Account for the last three financial years [**for Financial Year 2014 – 15, 2015 – 16 & 2016 – 17**], duly certified by charted accountant / auditor.

b. Contractors having experience of successfully completed similar works (Similar work means Jungle cleaning works / Horticulture maintenance works / Construction of Factory buildings or residential (Township/Quarters) buildings / Maintenance of Factory buildings or residential (Township/Quarters) buildings) in buildings / factories of Govt. / PSU / reputed private sector companies / organizations during the last 7 years as on 30/11/2017 should be either of the following.

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

OR

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

OR

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

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

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

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

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

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

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

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

06. **The rates quoted shall be valid for three months period from the date of Tender opening (Price bid) / Reverse Auction.**

07. The offered rate is for finished item of work as per Bill of Quantities and shall provide for the complete cost towards supply of all materials, labour, tools & plants, testing materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance, supervision, establishment, services, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include Goods and services tax. The applicable Goods and Services Tax – GST (as quoted extra by the bidder in the Price Bid / limited to applicable tax, whichever is lesser) can be claimed from BHEL along with their monthly bills for further payment to be made for the authorities concerned.** In case of reverse charge applicability, BHEL will not reimburse to the bidder the reverse charge of GST paid by BHEL.

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

09. **After award of work the contractor has to furnish the security deposit, as per Clause 11, CHAPTER – IV, TENDER NOTICE, before the commencement of work.**

10. As and when required, the contractor has to supply manpower like Unskilled, Semi-skilled, Skilled, Trade certificate holders etc. for which payment (monthly) will be made to the contractor as per the prevailing rates of Government of Tamilnadu for the category including employer's contribution of P.F, ESI & minimum bonus for the wages and a profit margin of 10 %.

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

11. The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time. BHEL Adhoc payment of Rs.3200/- per month for USW, Rs.3700/- per month for SSW & Rs.4100/- per month for SW etc also has to be paid to the workers deployed in the work.

Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid (i.e.) Payment of minimum wages.

The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid.

Normally the revision of Tamil Nadu govt. minimum wage will be with effect from 1st April of every year. TENDERERS ARE REQUESTED TO QUOTE THEIR OFFER AFTER TAKING IN TO ACCOUNT OF THE ABOVE FACTOR ALSO. The quoted rate shall be firm for the entire contract period of One Year and any extension of contract if accepted thereafter.

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

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

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

15. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system. **The bidder of this tender shall assess all local conditions prevailing at BHEL w.r.t labour engagement, Quality systems of BHEL, work execution procedures etc before Quoting for this tender. The rate quoted shall include for all these factors.**

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

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

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

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

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

21. All materials brought by the Contractor for incorporation in the work shall be got inspected, tested as per relevant codes and approved by the Engineer-in-charge before they are incorporated in the work.

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

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

24. Power and water required for the work will be given by BHEL from the nearest tapping point at the recovery rates specified below. The contractor/tenderer should make necessary arrangement for tapping the same at their own cost.

The contractor/tenderer should quote the tender considering above. The recovery rates towards the cost for these facilities will be @ 1% for water charges and 0.5% for power charges will be effected from the bills on the executed value as certified by the Engineer-in-charge.

In case the above facilities are not provided by BHEL, the tenderer has to arrange these facilities at their own cost and the recovery rates of 1% for water charges and 0.5% for power charges will not be effected on the executed value as certified by the Engineer-in-charge..

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

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

27. No advance / mobilization advance will be given.

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

CHAPTER- III

Annexure - I **Instructions To Tenderers**

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

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

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

NOTE:

a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted.
b) Non – Submission of the above testimonials simultaneously with the tenders may result in the tender being rejected

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

a) Value of each contract.
b) The balance value of work to be done on the same.

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

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

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

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

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

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

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

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

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

11. **Earnest Money Deposit**:

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

EMD shall be furnished only in the form of

(i) Cash deposit as permissible under the extant Income Tax Act.
(ii) Electronic Fund Transfer credited in BHEL account.
(iii) Banker's Cheque / Pay Order / Demand Draft in favour of BHEL, payable at Ranipet.

EMD in any other form will not be accepted.

(One Time EMD is not applicable for this tender. If you have already deposited One Time EMD with BHEL-Ranipet / with any other unit of BHEL, the same shall not be considered for this tender. The bidder has to pay separate EMD for this tender without fail)

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

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

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

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

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

The steps to make online payment are detailed as below:

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

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

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

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

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

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

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

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

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

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

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

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

22. **Benefits to Micro, Small & Medium Enterprises (MSE):** Guidelines of the Govt. of India shall be followed to provide benefits to MSE. MSE suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per Appendix – IV) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

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

APPENDIX – IV

Certified by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as on date …… 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 5, 2006:

   Rs…….. Lakhs

2. **For Services 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…….. Lakhs

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

Date:

(Signature)
Name –
Membership Number –
Seal of Chartered Accountant

CHAPTER – IV

TENDER NOTICE

Name of Work: **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"**

1. SEALED TENDERS for the above noted work are hereby invited from contractor experienced in works of similar kind and magnitude. Tenders will be received by DEPUTY GENERAL MANAGER / CIVIL PROJECTS & SERVICES**, Bharat** Heavy Electricals Limited, Ranipet – 632 406 up to **15.00** Hrs. on **08/01/2018** and (Qualification Bid only) will be opened on the same day at **15.00** Hrs. at the **Office of the Deputy General Manager / Civil Projects & Services** in the presence of such of those tenderers Or their agents who may choose to attend.

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

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

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

5. Clause regarding rates quoted in the tender:-

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

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

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

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

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

10. Every tender must be accompanied with EMD for the amount as specified in any of the form mentioned in Para **11** of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

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

11. **Security deposit:** Chapter – III clause 18 (18.1.1 to 18.1.5) Page Nos. 12 & 13 of General Conditions of contract booklet deleted & Revised as below.

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

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

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

1) Cash (as permissible under the Income Tax Act)
2) Local cheques of scheduled banks, subject to realization.
3) Pay order / Demand draft / Electronic fund transfer in favour of BHEL,
4) Bank guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
5) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
6) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged in favour of BHEL and discharged on the back).

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

(Note: Acceptance of security deposit against Serial No.5 & 6 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However BHEL will not be liable or responsible in any manner for the collection of Interest or renewal of the documents or in any other matter connected therewith.)

100% of the security deposit may be refunded on completion of the work after payment of the final bill as stipulated in the contract concerned.

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

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

14. The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.

15. Conditional and un witnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.

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

17. The work must be completed within a contract period of **One Year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER – V

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

Terms & Conditions

01. The contract period is "One Year" as per schedule - A.

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

Cover - 1 : Technical bid shall cover the details like

(i) The Experience of the contractor i.e., the eligibility criteria of the tenderer shall be as specified in the tender notice.
(ii) The list of technical personnel in their organization with their qualification & experience in the field.
(iii) The infrastructure available with them
(iv) The certificates received from the Government/ reputed organizations for having taken up similar work of equivalent value.
(v) The list of clients with their addresses, contact persons.
(vi) The list of works being done at present with the details of Contact persons and addresses.

Cover - 2 : Price Bid - Prices shall be quoted in the price schedule as per the **BOQ.**

Cover - 3 : EMD cover shall cover the details like

(i) The EMD in the form of DD or any other form mentioned in para 11 of "Instruction to Tenderers" shall be drawn in favour of "Bharat Heavy Electricals Limited, Ranipet 632 406 payable at Ranipet, Vellore Dist. T.N.
(ii) EMD shall be enclosed along with the DD in a separate cover mentioning EMD cover.

The details of the tenderer's office with full address, Phone No. FAX No., Mobile No. shall be specified on the Tender document cover. If the tenderer gives wrong information, then the EMD submitted by the tenderer will be forfeited.

03. The contractor shall comply with all statutory regulations relating to labour laws like ESI, PF Contract Labour License (if applicable), Minimum Wages Act etc.,

04. The rate quoted shall include the wages payable to the employees, Statutory charges like ESI, PF, Bonus, Holiday & EL wages, safety appliances etc., While quoting the rate, the contractor shall take into account, the implication of probable revision in the minimum wages also.

05. The contractor shall issue necessary safety appliances like Safety Shoes, Gum Boots, Acid & Alkali Proof Hand Gloves, Masks etc., to their workers for safe operation.

06. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.

07. The tenderer shall fill up the questionnaire as per **Annexure – 2** and enclose along with the bid.

08. The minimum wages shall be as per Tamil Nadu: Please note that the minimum wages are normally revised by the authorities from every year April month.

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

09. No advance payment shall be paid to the contractor.

10. All Payments will be made only through e-Mode, necessary authorization as to be submitted along with the tender as per the format enclosed.

Scope of work:

The work to be done under this contract consist of providing all materials, labour, construction equipment, supervision, scaffoldings, tools & plants, transportation & storage and all incidental items not shown or specified but reasonably implied or necessary for completion of entire civil works required.

Tenderer drawings annexed hereto are preliminary and give the nature of work and only for guidance to the tenderers. The work shall be carried out in accordance with drawings to be made available during the course of execution of works.

The contractor in the event of this work awarded to him, shall establish an office at site and keep posted an authorized responsible officer with a valid power of attorney for the purpose of the contract along with other staff like engineers, supervisors etc. Any order or instructions of the Engineer – in – charge or his duly authorized representative, at site office will be deemed to have been communicated to the contractor at his legal address.

Completion schedule:

The contractor is required to commence the work within 15 days from the date of issue of LOI, failing which the contract is liable to be cancelled and EMD / SD shall be forfeited.

The work shall be executed in a workman like manner and as per relevant Indian Standard Specification.

The Engineer – in – charge will communicate or confirm his instructions to the contractor in respect of the execution of the work in a "work site order book" maintained at his office and confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

Quality of Works

All materials supplied by the contractor and incorporated on the work shall conform to the latest IS specifications including the applicable amendments and revisions from time to time.

It is not the intent to specify here in all details, however the work in all respects shall confirm to CPWD / IS codes and standard engineering practices and workmanship. If there is any ambiquity between the specifications, the decision of the Engineer – in – charge shall be final and binding on the contract.

Any work found defective / unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within a specified time as per the Engineer – in – charge's instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost deducted from the contractor's bill.

The contractor shall prepare and submit quality assurance program and schedule for work completion / comply with any other quality plan requirement and schedule for work completion proposed by BHEL with all details once the work is awarded and indicate the field equipment that he is going to use for quality assurance.

Site Clearance

Written permission for erection of temporary work sheds at site will have to be obtained from BHEL. Once the work is completed, the contractor should remove his temporary shed and the unwanted materials and also dispose the debris as instructed by the Engineer – in – charge, around the constructed area, the contractor should remove all debris and clear unwanted materials.

Project Information

Project site is located at inside BHEL Factory premises, Ranipet, Vellore in Tamilnadu State.

Note:

Bidders are requested to visit site and verify themselves about the actual lead and assess the site condition before quoting for the job. No compensation for not acquainting themselves with the actual site conditions will be entertained at the later stage.

Technical specifications

1. All civil and road works shall have to be carried out strictly as per the specifications including all applicable official amendments and revisions laid down in Tamil Nadu Building Practice volume I & II for reference. The above volumes are kept in the office of Deputy General Manager / Civil Projects & Services. However, in cases of conflicts of specifications, M/s BHEL specifications will prevail.

2. All structural and fabrication works shall have to be carried out as per BHEL General Specifications and special conditions incorporated under "Structural Steel Construction" (for reference the specifications are kept in the office of the Deputy General Manager / Civil Projects & Services).

3. ***BHEL will supply only cement, reinforcement steel, and structural steel for this work on free issue basis (recovery rates for excess / over consumptions are tabulated in schedule-B). Contractor shall supply all the other materials (i.e. sand, bricks, aggregates etc.,), labour, scaffoldings, tools & plants required for this work within their quoted rates.***

Undertaking by the tenderer / contractor:

I/We have gone through the BHEL General Specifications and Special Conditions incorporated under "Structural Steel Construction" and agreed to follow the specification for construction.

CHAPTER – VI

Reverse Auction (RA)

It is planned to conduct English Reverse Auction for this tender the rules, terms and conditions for the same are included in the tender.

It is the discretion of BHEL to conduct the Reverse Auction or directly open your envelope price bid and award the work.

As such, you are requested to submit your most competitive rates in your sealed envelope price bid itself for this tender.

The bidder shall agree for both the above options; otherwise the tenders will be rejected.

Business Rules, Terms & Conditions of Reverse Auction:

Business Rules, Terms & Conditions of Reverse Auction for **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"** against the Tender No. BAP:CF:OT:12/2017-18 Dt: 13/12/2017

BUYER NAME	**Bharat Heavy Electricals Limited** **Boiler Auxiliaries Plant** **Civil Projects & Services** **Ranipet-632 406** E-mail: rathinam@bhelrpt.co.in, mmselvam@bhelrpt.co.in
AUCTION TO BE CONDUCTED BY	Name and Address of Service Provider
DATE OF AUCTION	**Auction Date : xx/01/2018** **Sealed Bid Time : 14.00 PM – 14.30 PM** **Reverse Auction Time : 15.00 PM – 16.00 PM** Auction Website: xxxxxx
DOCUMENTS ATTACHED	1) Business rule for reverse auction (Annexure I) 2) Terms & conditions of reverse auction (Annexure II) 3) Process Compliance Statement (Annexure III) 4) Price Confirmation (Annexure IV) 5) Contact Information 6) RA Excel Sheet (Document for RA only)
SPECIAL INSTRUCTIONS	**Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.**

Annexure – I to RA

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 **Service Provider**.). The philosophy followed for Reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. 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.

3. BHEL will engage **Service Provider**, who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc., also will be communicated through **Service Provider**. for compliance.

6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. 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, Goods and Services 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.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to **Service Provider**. within two working days of Auction without fail.

11. 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.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of **Service Provider**. using the Login IDs and passwords given to them by **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.

13. 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.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure – II to RA

Business Rules for Reverse Auction:

This has reference to tender no ***BAP:CF:OT:12/2017-18 Dt: 13/12/2017***. BHEL shall finalize the Rates for **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"** through Reverse Auction mode. BHEL has made arrangement with **Service Provider**, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No ***BAP:CF:OT:12/2017-18 Dt: 13/12/2017*** (b) Bidder's 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 *30* minutes. All bidders have 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 ***xx/01/2018*** and the duration of online sealed bid will be 30 minutes. All bidders to submit their online sealed bids during this period.

Online Sealed Bid: -

Start Time: **14:00 Hrs.**
Close Time: **14:30 Hrs.**

Online Reverse Auction: -

Start Time: ***15:00 Hrs.***
Close Time: ***16:00 Hrs.***

3. **Auction extension time:** If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 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 10 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 10 minutes. In case, there is no bid in the last 10 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 **Service Provider**, with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the F.O.R. destination 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 commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

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 in case of two part bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a bank holiday, then the forex rate as per the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for **90 *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 BHEL or **Service Provider**. *Bidders* are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL / **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 / bidder's 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 **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 if a bidder is not able to bid and requests for extension of time by fax / e-mail / 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 **Service Provider**, furnishing the price the bidder wants to bid online with a request to the **Service Provider**. to upload the faxed price on line so that **Service Provider**. will up load that price on line 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 up loaded by **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 **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 **Service Provider**. at the time of receipt of the fax message from the bidders, **Service Provider**. will not be uploading the prices and either BHEL or **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 **Service Provider**, is responsible for such eventualities.

12. **Proxy bids**: Proxy bidding feature is a pro-bidder feature to safe guard 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 **Service Provider**.

14. **Service Provider**, shall arrange to demonstrate / train the bidder or bidder (s) nominated person(s), without any cost to bidders. **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 and 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 price (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 conditions (other than those already agreed to before start of auction), after the completion of auction to **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 the item as per enquiry no. ***BAP:CF:OT:12/2017-18 Dt: 13/12/2017***. 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 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 / tender 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 web site of **Service Provider.** the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL or **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 – III to RA

Process Compliance Form:

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

To

Service Provider name and 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 BHEL enquiry no - ***BAP:CF:OT:12/2017-18 Dt: 13/12/2017***.

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 Terms & Conditions 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 email / fax the price confirmation & break up of our quoted price (including that of line items) as per *Annexure - IV* 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 {**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 honour 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 it to **Service Provider**, prior to start of the Event.

Annexure – IV to RA

RA price confirmation and breakup:

To

Service Provider Name and Address

CC: BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
CIVIL PROJECTS & SERVICES
RANIPET-632 406

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs. {_____ in value & words _____} for item covered under tender enquiry No. *BAP:CF:OT:12/2017-18 Dt: 13/12/2017*.

Total price of the items covered under above cited enquiries is inclusive of *Goods and services tax and other as per NIT*.

Our final landed prices as quoted during the Reverse Auction conducted today {*xx/01/2018*} which will be valid for a period of 90 (Ninety) days.

========
Total (Grand total including Goods and Services tax) - Rs.
========
(Details of individual price breakups for each sections of price schedules is attached herewith in BHEL Excel sheet format)

Thanking you and looking forward to the valuable order from BHEL.
Yours sincerely,

For _____
Name:
Company:
Date:
Seal:

CONTACT INFORMATION:

Service Provider	**Bharat Heavy Electricals Limited**
Contact person Name Company Address Contact No E-mail ID	**Civil Projects & Services Department** **Shri. G. Rathinam,** **DGM/Civil Projects & Services** **BHEL, Ranipet – 632 406** **Email :** rathinam@bhelrpt.co.in **Phone : 04172 284632** **Cell : 0 94425 24416** **(Or)** **Shri. M. Muniselvam** **Sr. Manager/Civil Projects & Services** **BHEL, Ranipet – 632 406** **e-mail:** mmselvam@bhelrpt.co.in **Ph : 04172-284792** **Cell: 0 78670 93010**

CHAPTER – VII

Annexure – II Questionnaire to be answered by the tenderer by ticking the suitable boxes.

Sl. No	Description	Yes	No
01	Whether the tenderer has understood the scope of work and agrees to deploy required man power as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive-in-charge, before submitting the offer.)		
02	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation, the same may be mentioned in separate sheet.)		
03	Whether the tenderer has their own code for ESI & PF. (A copy of the certificate to be enclosed).		
04	Whether the tenderer has enclosed copy of the present GST / Sales / Works contract sales Tax registration certificates. If a vendor is exempted from the registration under GST / Sales Tax, the reason there of be stated.		
05	Whether the vendor / Contractor is availing Goods and Services Tax credit / VAT Credit for their inputs.		
06	Whether the vendor will submit Goods and Services Tax invoice as per the existing ACT and the rules their under.		
07	Full Goods and Services Tax indicated in the price bid applicable as extra for this tender.		%
08	Whether the tenderer agrees to Pay Wages as per Minimum wages Act, EL Wages, and Holiday Wages as per Tamil Nadu Factory rules. (Necessary proof should be submitted while claiming running bill and final bill.)		
09	Whether the PAN Number of the vendor is furnished. If exempted from IT, the exemption certificate shall be enclosed.		
10	Whether the tenderer agrees to keep the validity of their offer for ***three months*** from the date of opening of bid and keep the prices firm throughout the contract period.		
11	Whether the tenderer agrees for the payment terms of BHEL.		
12	Whether the tenderer has agreed to submit EMD of ***Rs. 64,250/-*** and has submitted the same along with technical bid. (If not enclosed, the tender will not be considered) shall be in the form of Pay order or DD payable at Ranipet.		
13	Whether the tenderer has agreed to submit Security Deposit immediately after receipt of the work order.		
14	Whether the tenderer has enclosed the list of their clients with addresses & contact persons.		
15	Whether the tenderer has enclosed the completion certificates received from Government / Reputed organization for the similar work done for the last 7 years ending on 30/11/2017.		

16	Whether the tenderer has enclosed the list of similar works carried out with supporting documents		
17	Whether the includability / excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, BHEL will choose to assume the rates are inclusive only.		
18	All payments by BHEL will be made through e-payment only. The required certificate as enclosed in the tender is submitted by the vendor with Banker's signature.		
19	Whether the tenderer has enclosed the list of technical personnel, their qualification & experience for who will be deployed for this work.		
20	Whether the tenderer has indicated the address of their local office in Ranipet along with phone no. & fax no.		
21	Whether the tenderer has enclosed the DD towards the cost of Tender Document, along with the Technical bid. (In case the tenderer has downloaded the tender document directly from the Web Site and If DD is not enclosed, the tender will not be considered).	Not Applicable	
22	Whether the tenderer accepts reverse auctioning process through internet.		
23	Whether the tenderer has enclosed the annual report (audited P&L Account, Balance Sheet & IT Return) for the last three financial years (2014-15, 2015-16 & 2016-17).		
24	Whether the tenderer has submitted the proof of average annual turnover for last 3 years for a value not less than **30% of the estimated value of the work**.		
25	Whether the tenderer agrees for the compensation for Delay clause as per GCC (Clause 43)		
26	Whether the Bidder has read the Guidelines for Suspension of Business Dealings with Suppliers/ Contractors referred to in this Tender / Enquiry and confirms acceptance to the same?		

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

CHAPTER – VIII

ANNEXURE III – BRIEF:

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

1. DEFINITION: -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S SUPERVISION: - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CP&S to act in his stead.

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

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

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

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

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

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

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

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

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

If the Contractor shall: -

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

OR

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

OR

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

17. RISK PURCHASE CLAUSE:

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

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

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

If the Contractor,

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

OR

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

OR

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

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

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

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

If the Contractor:

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

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

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

20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: -

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

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

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

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

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

    b) Extra items / new items of work.

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

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

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

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

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

27. FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the DGM/CP&S subject to prompt notification by the contractor.

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

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

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

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

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

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

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

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

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

CHAPTER - IX

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

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

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

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

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

4. Defective ladders shall not be used at all.

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

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

7. Providing helmet for high level work

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

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

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

11. Providing goggles and welding screens.

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

13. Providing rubber gloves for working on electrical works.

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

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

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

17. Cylinders should not be used without Regulators

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

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

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

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

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

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

24. Driver of the vehicle must possess valid license.

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

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

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

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

29. The contractor should arrange WORKMEN COMPENSATION / INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.

30. All safety precautions are to be taken by the contractor at his cost.

31. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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

Contractor shall provide thick hat, safety glass with side shield, full face shield, ear plug set, face mask, nose mask, protective & chemical resistant gloves, safety shoe, gum boots, safety belt, rain coat, chemical resistant protective clothing to the workers within the quoted rates.

SAFETY CODE

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

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

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

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

(i) Safety helmets conforming to IS-2925: 1984.
(ii) Safety Belts conforming to IS-3521:1983
(iii) Safety Shoes conforming to IS-1989:1978.
(iv) Eye and Face protection devices conforming to IS-8520:1977. And IS-8940:1978.
(v) Hand and body protection devices conforming to
    1. IS-2573:1975 (2) IS-6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annexure – V

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

CLAUSE: 22 OF BHEL GCC - LABOUR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    (f) The Employees State Insurance Act 1948.

    (g) The workmen's Compensation Act 1923.

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

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

12. REGISTRATION AND LICENSING:

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

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

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

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

14. The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.

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

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

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

WAGES

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

    Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the Payment of minimum. The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e.) Payment of minimum wages as mentioned above.

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

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

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

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

23. Wages due to every worker shall be paid to him direct or to the person authorized him in this behalf. All wages shall be paid in current coin or in both.

24. The Contractor shall ensure the disbursement of wages in the presence of authorized representative of BHEL Management

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

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

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

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

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

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

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

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

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

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

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

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

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

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

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

WORKING HOURS AND WORKING CONDITIONS

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

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

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

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

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

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

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

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

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

NOTICE OF ACCIDENTS

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

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

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

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

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

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

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

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

52. The Contractor shall with seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal

Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.

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

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

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

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

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

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

MODEL RULES FOR LABOUR WELFARE

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

CHAPTER – XI

Annexure - VI: **HR Annexure**

1. PF = 12% (Employer) + 12% (Employee)
2. PF to be remitted in contractor's own code
3. ESI = 4.75% (Employer) + 1.75% (Employee)
4. If ESI is not available in that area, then take insurance
5. Contract License as per CL Act
6. Issue of employment card to contract labours
7. Issue of one month notice before termination of contract
8. Minimum wages as per current stipulation.
9. Payment of wages – within stipulated time.

In addition, other statutory requirements under various applicable labour laws to be ensured.

CHAPTER – XII

(SCHEDULE – A) : LIST OF WORKS AND PRICES

Details and quantities of each item shown in the bill of quantities here to 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/supply	Total amount of work / supply (in figures and words)	Period of Completion
1	**"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"**	**As per Annexure - A**	**One Year**

ANNEXURE - A TO SCHEDULE – A

NAME OF WORK: **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"**

SL.NO	APPROXIMATE QUANTITY	DESCRIPTION OF WORK	SPECIFICATION	RATE (both in Figures and words)	UNIT	AMOUNT
Refer Tender Document Part-II (Price Bid - BOQ)						

GOODS AND SERVICES TAX (GST)

Registration & GST Rate

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

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

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

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

Invoicing & Payment

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

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

6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -

    i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
    ii. Discharging the GST tax liability to the Government.
    iii. Submission of Tax Invoice to BHEL.
    iv. Submission of proof of payment of GST to BHEL.
    v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

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

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

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

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

Penalty for Non-compliance of GST Act

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

Other Provision

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

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

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

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

GST Quote:

Price Bid: "Horticulture maintenance works in factory for the year 2017-18 and 2018-19"

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

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

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

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

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

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

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

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

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SPECIAL CONDITIONS OF CONTRACT

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

2. The contractor should maintain all monitoring records as listed in Chapter – VIII.

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

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

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

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

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

8. The contractor should keep a First Aid Box with list of Aids and should be refilled as and when required.

9. **During this period the contractor should take whole responsibility of the working site. Any deviation from the performance requirement of quality as per norms, the contractor shall immediately take steps to rectify the deficiency without any extra cost to the Authority.**

10. The quoted rate will be applied to the individual items uniformly.

11. The quoted rate shall include PF & ESI remittance.

12. Items of work other than those mentioned in bill quantities will have to be carried out at the rates to be fixed by this organization.

13. Safety precautions should be taken while doing the work. You will have to follow all safety requirements to carry out the work in BHEL premises.

14. The Tenderer shall have been registered under Excise, Sales Tax, VAT, GST, regulations if applicable and provide a copy of such registration to BHEL as per of the tender document. In case of fresh registration / amendment heron, the same shall be carried out before start the work. PAN No. shall be submitted as per part of the tender document. (Copy to be enclosed).

15. GST shall be paid by the service provider namely the Tenderer.

16. Required Tax Invoice as per the existing provisions to be issued in required parties signed by the Competent/Authorized Official of the contractor to the BHEL.

17. If due to deficiency in the document submitted. BHEL could not avail CENVAT, VAT CREDIT; the credit amount will be recovered from the amount due to the Tenderer.

18. If the payments of statutory dues are not made in accordance with the applicable provisions of the relevant act within the time specified and penalty, interest etc paid/payable by the contractor, the same shall not be reimbursement by BHEL and the entire implication is only to be borne by the contractor. The Tenderer shall clearly indicate the rates of applicable taxes and duties for the work to be executed.

19. The Tenderer shall indicate all exceptions on account of thresholds limits or special notification under any stature. Any modification thereon shall also be intimated immediately on changes.

20. **The quote submitted shall include all taxes and duties of whatsoever in nature but exclusive of GST which shall be quoted separately if applicable. The existing rate of GST shall be quoted clearly**. If reduced rates are applicable on account of material, labour if any the same shall be indicated clearly. After tender opening addition of any tax & duty is not admissible. You will have to remit the GST and claim reimbursement from BHEL on production of necessary documents, if for any reasons, Tenderer has to pay penalty, and interest on GST, the Tenderer has to bear such additional payment. The BHEL will pay GST at ACTUAL.

21. If any composition scheme is to be availed by the tenderer, the all relevant terms and conditions shall be indicated clearly in the offer. The required compliance under relevant status shall be carried out.

22. Any statutory variation will be to the account of BHEL, but if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only.

23. All material shall confirm to the latest **"IS"** Specifications.

24. Once the work is completed the contractor should remove all the unwanted materials from the site time to time and it should be disposed off as per the instructions of Engineer-in-Charge without any further delay.

25. All works shall be carried out as per slandered specification and instructions of Engineer-in-charge.

26. All materials, Colour, Shade brand Etc shall be got approved from the Engineer-in-Charge before the start of the work and shall confirm to the latest ISI Specifications.

27. The contractor has to follow all statutory requirements like PF, ESI etc throughout the contract period.

28. The General Conditions of Contract (GCC) in force shall apply to this contract.

29. The Contractor is required to engage a Diploma Holder Engineer in Civil Engineering throughout the contract period.

30. Time is essence of the contract. Any delay beyond the delivery date will be subjected to LD.

31. "Tenderers are requested to visit the site and verify themselves about the actual site conditions to know about the site facilities, distances and assess the site condition before quoting for the job. No compensation for not acquainting themselves with the actual site conditions will be entertained at the later stage".

32. The schedule rate indicated in the BOQ should remain intact.

33. Whatever Painting mentioned in the rate schedule all paints mentioned shall be supplied by the contractor.

34. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of Acceptance of a part of tender, time for completion may also be reduced to the extent consider appropriate by the accepting authority.

35. Percentage Rate shall be quoted in figures as well as in words for the work which will apply to all the items shown in the attached schedule (Price Bid). These rates shall be for the finished work at site.

36. Percentage Rate should be quoted**. <u>In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.</u>**

37. Rates quoted SHALL INCLUDE ALL royalties, terminal taxes, octrai, duties, central and provincial excise tax, Sales tax / VAT and other taxes levied under the State or Central Government Rules excluding applicable GST for this work.

38. The Bidder shall not include GST in their quoted rates; but the bidder has to separately indicate the GST amount and workings thereof in the Price bid format.

39. Bidders have to quote full GST payable in the Price format included in the Bid-document. The same shall be considered for evaluation.

40. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.

41. The contractor will have to submit the GST Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual.

The Bharat Heavy Electricals Limited will not entertain any claim in this regard.

42. If the bidder finds discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

43. Quantities shown in the attached schedules are only approximate and liable to change without entitling the contractor for any compensation.

44. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.

45. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.

46. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.

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

48. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.

49. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.

50. The expenses for completing and stamping the agreement shall be to the contractor's account.

51. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.

52. Bidders shall not increase their quoted rates incase Bharat Heavy Electricals Limited negotiated for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the Bidders for a period of Six months from the date of opening of tender.

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

54. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.

55. The “GENERAL CONDITIONS OF CONTRACT and INSTRUCTIONS TO BIDDERS" shall be deemed to form an integral part of contract for the work to be entered into.

56. **The contractor should possess necessary licenses under contract labour act, Permanent PF A/c No in the name of contractor, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party and other licenses mandated for execution of this contract.**

a. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).

b. All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. The workers who are already members of ESI need not be enrolled again.

c. The filled ESI declaration forms shall be submitted to the Executive (HR-CLX, REX). In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.

d. ESI contributions (1.75% employees' contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.

e. Along with the challan copy, the details of remittance shall be submitted to the Executive (HRCLX, REX) in the ESI compliance form. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in- charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract labourers working under him.

50. The workers' particulars such as Name, Age, Father's name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format / register.

51. As per the Contract (Regulation & Abolition) Act, 1970 & Allied Rules, the contractor employing 20 or more labourers is required to obtain license from the Inspector of Labour, Vellore. This license shall be amended and/or renewed whenever there is an increase in the workman employed by him or in the event of contract being extended or renewed. The contractor shall inform the License Number so obtained to the Human Resources Department.

52. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

a. Muster Roll
b. Register of Wages
c. Register of Deductions
d. Register of Overtime
e. Register of Fine
f. Register of Advance
g. Wage slips
h. Register of Accidents
i. Register of Leave with Wages
j. ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time. In case a contract labourer meets with an Accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 Hours of accident through Safety and Human Resources Departments. All assistance for the injured workman Such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.

53. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory Obligations.

54. ***Employment of child labour is strictly prohibited***.

55. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.

56. Payment of Bonus: In respect of work done by the labour, the contractor has to pay bonus to his labourers as laid down by the Payment of Bonus Act – 1965.

57. The Bidder should be present if called for negotiation both technical and commercial. In case, the Bidder's Authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

58. In case the Bidder is not interested in submitting your quotation, they should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.

59. If required bidders may visit the site / working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.

60. The bidder shall clearly indicate all the applicable Taxes in the Price Bid and also shall state clearly whether these taxes are inclusive or exclusive of the Basic rate quoted. If any tender does not indicate applicable taxes, BHEL will assume, price quoted is inclusive of all Taxes and Tender will be evaluated accordingly.

61. The contractor should submit notarized copy of the following documents.

a) Pan card.
b) TN VAT registration certificate.
c) GST registration certificate.

62. The contractor shall indicate all the applicable taxes in the offer and any claim after the issue of contract will not be entertained.

63. In case if any Taxes not applicable, like due to threshold limit etc. Same may be clearly indicated in the offer by the Bidder.

64. Exact free issue of material by BHEL will be intimated during execution of work and will be calculated at the time of billing.

(SCHEDULE – B) : ISSUE OF STORES TO THE CONTRACTOR

1. The following materials will be issued to the contractor at BHEL stores / stock yard, if the same become required for the work.

SL.NO.	DESCRIPTION	PLACE OF	ISSUE / RECOVERY RATE
1	Cement	BHEL Stores or Stock Yard	Rs 6,030.00/MT
2	MS Reinforcement rods cold twisted deformed rods	BHEL Stores or Stock Yard	Rs 54,050.00/MT
3	Structural Steel	BHEL stores or stock yard	Rs 53,475.00/MT

2. It will be the responsibility of the contractor to submit his indents for the above stores in writing at least SEVEN days in advance of the actual requirements.

3. Issue of stores is subject to their availability at the place of issue noted above. Items of stores to be issued by BHEL, which are not available at the time of indenting by the contractor, may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim or compensation for delay in the supply of stores by BHEL under any circumstances.

4. The material will be issued only during the working hours of the BHEL stores department.

5. The contractor shall from time to time, render proper account of all materials issued to him by BHEL. If he fails to do, no further issue of materials will be made to him and he will responsible for any delay in the execution of the work, which may occur on this account.

6. All surplus materials in good condition, which are not returned to the BHEL Stores and quantities of materials consumed in excess of maximum permissible limit as fixed by BHEL shall be charged for at punitive rates, which will be 100% higher than the recovery rates.

7. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the contractor.

8. Cement, reinforcement steel and structural steel will be issued at free of cost at BHEL stores. Recovery for the excess consumption up to 5% over and above theoretical consumption will be recovered as stated in the above tabulation. Beyond 5% punitive rate shall be charged, which will be 100% higher than the recovery rate specified above.

9. The decision of the accepting officer/Engineer-in-charge as the case may be as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final, conclusive and binding on the contractor.

(SCHEDULE – C) : LIST OF TOOLS AND PLANTS TO BE ISSUED ON HIRE TO CONTRACTOR

SL.NO	QUANTITY	PARTICULARS	HIRE CHARGES PER UNIT PER DAY OF 8 HOURS	PLACE OF ISSUE	REMARKS
------ NIL ------					

a) Machinery shall not be worked overtime without the written permission of the Engineer-in-charge and cost of liability of the same will be contractor's expense.

b) All coolies, waterman, etc., required in addition to BHEL crew mentioned in Column 4 above shall be arranged for by the contractor at his own expense.

(SCHEDULE – D) : LIST OF DRAWINGS

NOTE:

All drawings are to be signed by the contractor as well as the officer entering in to contract for **"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"**

SL.NO	DRAWING NUMBER	DESCRIPTION	REVISION
(drawings will be issued during the execution of the work)			

(ANNEXURE - B) : **BHEL GCC and GSS Acknowledgement**

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

(ANNEXURE – C) : CLAUSE: 40 OF BHEL GCC - INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, STRIKE, TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT – (Not applicable for this work)

The contractor shall, within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer, from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer-in-charge.

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

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Engineer-in-charge.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions, after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL's property etc.

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CHAPTER – XIII

CERIFICATE OF NO DEVIATION

I / We . . . . . of M/s . . . . hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am / we are agreeing to all the terms and conditions mentioned in the Tender Specification No: **BAP:CF:OT:12/2017-18 Dt: 13/12/2017**.

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

(In case of any deviation)

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

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

Date:

Signature of the tenderer

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

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

PLACE:

DATE:

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

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

GENERAL AND SPECIAL SPECIFICATIONS

1. Site Clearance

All the area upon which the construction is to be carried out and areas which are required by the Contractor for his construction facilities are to be cleared off all rubbish and objectionable matter at Contractor's own cost. Trees, if any, shall not be uprooted or cut without the prior approval of the Engineer-in-charge. All spoils, unserviceable materials and rubbish shall be burnt or removed from site. Usable materials, saleable timber, fire-wood etc., shall be stocked properly at work site in the manner as directed by the Engineer-in-charge. The cost of clearing the areas shall be deemed to have been included by the renderer in his general rate.

2. Earthwork for Foundations

Earthwork excavation for foundations and filling in foundations shall conform to TNBP 23 and 24. The area to be excavated or filled in with excavated materials shall be clearly demarcated in the field by the Contractor. Excavation shall be done to lines and levels defined. Excavation shall be carried out to such widths, lengths, depths, profiles and grades as shown in the drawing or as may be specified by the Engineer – in – charge. Rough Excavation may be carried out up to a depth 15 cm less than the final level but the balance shall be excavated to precise level with special care. All soft pockets of soil met with even below the final level shall be removed and the excavation filled up as directed by Engineer-in-charge. The methods of excavation shall in every case be subject to the approval of the Engineer-in-charge and the contractor shall ensure the safety and stability of the excavations, being executed by him as well adjacent buildings, structures, services and other works in the vicinity of the site of work. Wherever necessary Engineer-in-charge may direct that the sides of the excavation should be timbered and shored at the contractor's own cost, adopting a proper method approved by the Engineer-in-charge. Not withstanding the above, should any slip occur, the contractor shall remove all the slipped materials from the excavated pit, at his own cost. He shall also make good at his own all damages caused to the work as well as adjacent buildings, structures etc., as a result of the slip, referred to.

All excavation work shall be subject to inspection and approved by the Engineer-in-charge before any further works in the excavated areas allowed commencing. Should any excavation be carried out beyond the specified depth, the contractor should fill it up at his own cost with the same type and class of material as it is proposed to be laid over the excavated portion. No payment will however be made to the contractor on his account.

The contractor shall ensure that the excavations and the structures under construction are kept free from water logging at all stages of construction. He shall take all necessary precautions and `streams, aquifers, springs, surface flows etc., are excluded effectively so as to ensure that the works are carried out in a reasonable dry conditions in accordance with the construction schedule.

Back filling around the foundations, trenches, and plinth and under the floor shall be done in accordance with TNBP 24 and 25. The finished level of the plinth filling shall be trimmed to the slope required to be given to the finished floor. Back filling, watering and consolidation of excavated earth in layers etc., complete as per specifications shall be done unless otherwise stipulated in the tender schedule.

Removal of Hard rock by Blasting

This shall include all rock occurring in large masses which cannot be removed except by blasting. Blasting shall be done in conformity with TNBP 19 & 23 and as instructed by the Engineer-in-charge. When rock blasting has to be done adjacent to structures, the following precautions shall be observed.

(1) All blasting should be completely muffled to prevent damage by flying pieces.

(1) Blasting within 3 meters of the structures shall be avoided

(2) No blasting should be done within 1.5 meters of concrete / masonry structures.

(3) An isolated boulder extending under the existing structure but projecting within the area of blasting should be blasted.
(4) The contractor shall be responsible for all damages caused by blasting and shall replace or repair the damaged structures at his own cost.

3. Plain and Reinforced Cement Concrete Works:

All design and construction shall be performed in accordance with the Indian standard code of Practice for plain and reinforced concrete – IS 456 and TNBP 30. Any Special requirements noted on the drawings or bill of quantities shall govern over the provisions of this specifications. Controlled concrete shall be used wherever specified in the schedule of items complying with all requirements of IS: 456 and as per special specifications appended herewith.

The coarse aggregate to be used shall be of hard broken granite stone jelly of various sizes as specified under respective items in the Bill of Quantities, conforming to IS 383 latest edition. The Engineer-in-charge may require the contractor to carryout moisture content tests in both fine and coarse aggregates. For determination of moisture content IS – 2386 shall be referred to. The amount of water to be added shall be then adjusted to compensate for any observed variation in the moisture contents. Proper control of mixing water is deemed of paramount importance. Mixtures with automatic water measuring drums shall be used or else. Water should be measured by volume in calibrated buckets. All measuring equipments shall be maintained in a clean serviceable condition and the accuracy periodically checked and got certified by the Engineer-in-charge. The contractor shall carryout slump tests apart from taking test cubes at regular intervals. All such methods of sampling and analysis of concrete shall be in accordance with IS – 1199.

Mixing of concrete shall be strictly carried out in an approved type mechanical mixer. The mixing equipment shall be capable of combining the aggregates, cement and water within the specified time (not less than 2 Minutes) into a thoroughly mixed and uniform mass and of discharging the mixture without segregation. Mixing shall be continued until there is a uniform colour and consistency, Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of any of the ingredients. Before depositing the concrete, all debris and dirt shall be removed from the space to be occupied by concrete. Concreting shall not be done unless the formwork conform to the shapes, lines and dimension as shown in the drawings.

Unless otherwise approved, concrete shall be placed on single operation to the full thickness of slabs and beams and similar members and not exceeding 1 metre deep in walls, columns and similar members. Concrete shall be placed continuously until completion of the part of the work between construction joints or as directed by the Engineer-in-charge. The concrete after being laid shall be compacted by means of vibrators of approved type under proper supervision as directed by the Engineer-in-charge. Care should be taken to avoid segregation and formation of air bubbles. The whole process starting from the mixing of concrete to the placing and compaction shall not take more than 20 minute and the process shall be completed before the initial setting takes place. Curing shall be accomplished in accordance with IS-456 by keeping the concrete covered with a layer of sacking, canvas or similar absorbent materials and kept constantly wet for the period as directed by the Engineer-in-charge.

Reinforcement

All reinforcement shall be clean and free from pitting, loose mill-scales, dust, loose rust and coats of paint, oil or other coatings which may destroy or reduce bond. General construction details and workmanship relative to reinforcement including bar bends, lap splices and installation shall be in accordance with the IS-2502 as well as IS-456. All bars be bent as per the bar bending schedules indicated in the drawings or supplied separately relevant to particular drawing. The contractor shall in all cases verify himself the correctness of schedules, giving the number, length and the bending details of the bars. The numbers, sizes, shape and position of all the reinforcement shall, unless otherwise, directed or authorized

by the Engineer-in-charge be strictly in accordance with the drawing. The reinforcement shall be adequately held in position by 18 / 20 SWG soft black annealed binding wire. The contractor must obtain the approval of Engineer-in-charge for the reinforcement placed, before any concrete is placed in the form. All reinforcing bars shall be so tied as to form a rigid cage to prevent displacement before or during concreting. Rate quoted for reinforcement should include cost of transporting M.S. Rods / CTD bars from BHEL Store to site of work, cleaning, cutting, bending, placing, binding with contractor's own binding wire and providing necessary cover blocks of concrete but excluding cost of steel which shall be supplied free of cost at BHEL Stores.

Form Work

Formwork shall conform to the shape, lines and dimensions of concrete and RCC structures as shown in the drawings and shall be well within the permissible tolerance. Formwork for concrete shall be of plywood, steel, good seasoned timber or other approved materials, properly designed easy for removal and cleaning. They shall be of sufficient strength and rigidity to maintain their position and shape under loads incidental to placing concrete. The number of props, their sizes and dispositions shall be such as to able safely carry the full dead load area constructional loads. The arrangement and alignment of formwork shall be got approved by the Engineer-in-charge prior to concreting. However this shall not relieve the contractor from his responsibility for proper work and safety. Formwork shall be sufficiently tight to prevent loss of cement slurry from the concrete. All joints and holes in the formwork shall be caulked with putty jute cloth or other approved materials to the satisfaction of the Engineer-in-charge. The stripping time for the shuttering and the formwork shall in general conform to the provisions in the relevant clauses of IS 456. Unless otherwise specified rates for reinforced cement concrete shall include cost of centering, shuttering charges also.

.4. Stone Masonry

General: Stone masonry shall conform to TNBP 35. Stone shall be obtained from the approved quarry and shall be free from decay and weathering.

All stones shall be thoroughly wetted before use. The mortar used for jointing shall be as per approved Drg. .

The walls shall be carried up truly plumb. Every stone shall be carefully fitted to the adjacent stones so as to form neat and closed joints.

To give sufficient lateral bond, vertical joints shall be avoided. Prescribed number of headers as required shall be provided to give sufficient transverse bond. At junctions of wall the stones each alternate course shall be so carried into each of the respective walls as to unite the work thoroughly. Where breaks are unavoidable in carrying up the work continuously in horizontal course sufficiently long steps shall be left to join the old and new work building of two thin faces and filling up the middle with small stuff or dry packing shall be strictly avoided. When plastering or raised pointing is not required to be done joints shall be struck flush and finished simultaneously.

Random rubble masonry

Random rubble masonry work shall conform to TNBP 35-L and J. Stones shall be hammer dressed at faces and joints to enable them to come into close proximity with each other. The face stone shall be laid headers and stretchers alternately, so as to break the joint by at least 75mm. Thickness of joint shall not exceed 12mm. No pinning shall be used on the face and face stone shall extend well back into the headers. Stones less than 130 mm. in height shall not be used on the face.

Bond stones running through the wall shall be provided at 1.8M intervals in walls up to 0.60 M. thickness and if the wall is more than 0.60 M. thick a line of headers shall be laid from face to back each header overlapping the other by at least 150 mm.

5. Brick Masonry:

First class Bricks: Brick shall be sound, hard, tough, and rectangular in shape and size, well burnt of uniform deep red or copper colour and conform to IS – 1077.

Brick shall be free from cracks, chips, flaws, stone or humps of any kind. Bricks shall be homogeneous in texture and evict a clear ringing sound on being struck and shall have a minimum compressive strength of 50KG / sq.cm. And shall not absorb water more than 20% of its weight, when soaked cold water for 24 Hrs. All bricks shall be table moulded.

Second Class Bricks: These shall be ground moulded but should otherwise conform to the specifications of first class bricks except for some surface cracks are allowable. These shall have minimum compressive strength of 50 Kg./sq.cm.

Samples of each type of brick, shall be got approved by the Engineer-in-charge before being used. All subsequent deliveries shall be up to the standards of the approved samples.

Brickwork shall conform to TNBP31 and IS –2212.

Brick works shall be classified as first or second class according to the classification of bricks used and the method of lying. The thickness of joints shall not exceed 6 mm. in first class brickwork and 10 mm in second class brick work.

Bricks shall be well soaked before use on works for at least 6 hrs. The soaked bricks shall be kept on wooden planks or platform. Brick required for masonry with clay or lime mortars shall not be soaked.

Brickwork shall be laid with specified mortar to be prepared in accordance with IS –2250. Brick works shall be laid in English Bond unless otherwise specified. Half or cut bricks shall not be used except when needed to complete the bond. Each course shall be taken up truly plumb, if battered, the batter is to be truly maintained. The level of brickwork shall be checked up at every one metre interval. Bricks shall be laid with frogs upward, while laying bricks shall be thoroughly bedded and flushed in mortar and taped into position with a wooden mallet and the superfluous mortar removed. Walls of all structures shall be carried up regularly in all cases, leaving no part, one metre lower than the other. Where the masonry of one part has to be delayed, the work shall be raked back according to bond (and not toothed) an angle not exceeding 45 Deg. But the raking back should not start within 60cm. of a corner vertical joints in alternate courses shall come directly over one another. The brickwork shall not be raised more than 14 courses per day. All iron fixtures, pipes, conduits, drains, sleeves, bolts, holdfasts of doors and windows etc. which are required to be built in walls shall be embedded in cement mortar or cement concrete as specified, in their correct position as the work proceeds.

Joints

Joints shall be restricted to 6 mm in first class brickwork and 10mm in second class brick work. All bed joints shall be normal to the pressure upon them, radial in arches and at right angles to the face in battered retaining walls. Care shall be taken that all joints are fully mortared (proportion as specified in the schedule items) well flushed up and in case where no pointing to be done, neatly struck at the work proceeds. The joints in faces which are to be plastered or pointed shall be squarely raked out to a depth of 12 mm while the mortar is still green. The raked joints shall be well brushed to remove loose particles. After the work the faces of work shall be cleared well by brush so as to remove any splashed mortar during the course of raising the brickwork.

Curing

Green work shall be protected from rain by suitable covering. Masonry work shall be kept thoroughly well watered on all faces for at least 10 days after completion. In case of fat lime mortar curing shall commence two days after laying of masonry and shall continue for seven days.

6. Scaffolding

Scaffolding will generally be single but may be double if warranted for the particular work as approved by the Engineer-in-charge. The contractor shall take all measure to ensure safety of work and the working people.

Payment for brickwork shall be made on cubic metre basis on the volume of actual work done. Half brick wall and brick on edge wall shall be paid on square metre basis. The rate of brick work shall include scaffolding and all items mentioned above and no extra payment will be made for cutting bricks if required either for openings or for rounding or insertions or for recesses at the time of brick wall construction.

7. Damp Proof Course

Damp proof course shall either be with cement concrete or with cement mortar of specified thickness as mentioned in the relevant item of schedule. Damp proof course shall not be carried across doorways. It shall be laid for all walls except verandah retaining wall or for particular wall only directed by the Engineer-in-charge. It shall be laid flush with floor level or as instructed by the Engineer-in-charge.

Damp proof course with cement concrete shall be of 25 or 38 mm thick in cement concrete M15/M20 as specified using 12mm. and down size aggregate well rammed and smoothened with trowel. It will be kept wet for 40 hours and after it has dried, two coats of hot bitumen shall be applied over it and allowed it to dry after which sand shall be sprinkled over it.

Damp proof course with cement mortar shall be 12 or 20 mm thick in cement mortar 1:3 well mixed with crude oil at 5% by weight of cement used.

8. Cement Plastering:

Cement plastering shall be in accordance with IS – 1661 and TNBP –56 & 57, Cement mortar shall conform to IS – 269. The mortar of specified mix and thickness shall be used.

The surface to be plastered shall be thoroughly cleaned so that it is free from dust, oil, salts etc., the joints of masonry shall be racked out to a depth of at least 12 mm. On cement concrete surfaces the surface shall be cleaned with wire brush and scarified by lines with trowel or hacking done. The surfaces in both cases shall be washed properly and kept wet for 4 hours before plastering is commenced.

Plastering shall be started from top and gradually worked down towards the floor. It shall not at any place be thinner than specified. To ensure even thickness plaster of about 15 cm X 15 cm shall be first applied horizontally and vertically at not more than 2 metres intervals over the entire surface to serve as gauges. The surface of these gauges shall be truly in the plane of finished surface. The mortar shall then be laid in the wall or other surfaces between the gauges and finished even. All corners shall be rounded to a radius of 24 mm unless otherwise directed. The contractor shall not be paid for any extra thickness of plaster done than as specified.

Plaster, when more than 15 mm thick shall be applied in two coals, a base coat followed by the finishing coat. Thickness of the base coat shall be just sufficient to fill up unevenness in the surface, no single coat, however, shall exceed 12mm in thickness. The under coat shall be roughened or scratched before it is fully hardened.

Curing shall start 24 hours after the plaster is laid. It shall be kept wet for 14 days. During this period it shall be suitably protected from all damages at the contractor's cost by such means as approved by the Engineer-in-charge.

Any cracks which appear in the surface shall be cut out in rectangular shape and redone as directed by the Engineer-in-charge. Wherever specified standard waterproofing compound as approved by the

Engineer-in-charge shall be added to the mortar at the rate of 2% or as specified by the manufacturer by the weight of cement for which the rate shall be paid separately. The rate for plastering shall include cost of scaffolding, swing etc., needed for the work with labour and material all complete.

9. Steel Door, Windows and Ventilators:

All steel doors, windows and ventilators shall conform to IS – 1038, IS – 1361 and IS 1081 or equivalent as mentioned in the bill of quantities and as approved by the Engineer-in-charge.

Rolled steel sections shall conform to IS – 226. The sections shall be cold straightened and finished goods shall be free from bends and other defects. Materials used in the fabrication shall be the best procurable and conforming to relevant IS specification. Thickness and specification of the glass to be provided shall be as indicated in the relevant item of the bill of quantities. Glass shall be free from flaws, specks, bubbles, etc., Bolts, nuts, screws, peg stays and other mild steel fittings shall be treated for corrosion as per relevant Indian Standards. Putty for glazing shall conform to IS – 420.

Doors, windows and ventilators, etc., shall be truly square and free from twist and warp. They shall be constructed of sections which have been cut to the required lengths and welded or riveted at the corners as per standard specifications.

All steel surfaces shall first be thoroughly cleaned free of rust scale or dirt and mill scale by approved means and shall be painted with one coat of approved primer conforming IS – 102 before dispatch. Alternatively if specified they may be galvanized by the “Hot dip” zinc spray or electro galvanizing process described IS – 1361. Doors, windows and ventilators shall be fixed in positions, as specified under IS 1081.

Whenever contractor is required to supply the doors, windows and ventilators etc., he shall first submit to the Engineer-in-charge, the details about source of supply, detailed drawing and specifications etc.,. for prior approval.

11. Wooden Doors, Windows and Ventilators :

All wood work for doors, windows, ventilators cup board, shelves, etc., conform to relevant IS specification and TNBP 82 and shall be well seasoned teak wood or well seasoned country wood (Pillamarudu or Karumarudu) as the case may be. Timber shall be best quality and shall be free from knots, injurious open shales, bore holes, decay, soft or spongy spots, hollow pockets and all other defects and blemishes. Timber shall conform to IS 1003 (Part 1). Size of doors, windows and ventilators shall as specified in the relevant item of schedule and detailed drawings and generally in conformity with IS – 1003, part I and part II. The rates for doors, windows and ventilators etc., shall be for the finished work inclusive of fixing them in position with necessary iron hold fasts and furniture fitting of oxidized iron or aluminium or oxidized brass as stated in the description of the relevant items of the bill of quantities and as directed by the Engineer-in-charge. Fittings and furniture shall be of best quality and machine made and robust type. Wherever glazed shutters are to be provided, the cost of glass panes of specified thickness and fixing them in position should be included in the quoted rate. All glass shall be of superior quality from approved manufacturer. In case of solid core flush doors, they should conform to IS:2202 Part I and Part II. The flush door shutters should have a finished thickness as specified in the scheduled item. Flush door shutters shall be obtained from firms of repute as approved by the Engineer-in-charge.

12. ROOFING : (A) R.C.C Slabs :

Roof slab shall be of RCC of specified mix conforming to IS : 456, with adequate main tensile, transverse and adhesive reinforcement of ribbed steel bars of mild steel rounds. Unless otherwise mentioned the rates for RCC slab shall include cost of concrete, centering and shuttering charges, vibration charges, rounding of corners, curing and finishing etc., complete. Expansion joints in reinforced cement slabs shall be as per TNBP 30.

The ceiling should be finished as per Clause 30 of TNBP. No extra payment shall be made towards cost of ceiling plaster necessitated on account of defective centering materials used or poor workmanship.

The top of roof slab shall be finished with weathering course treatment if so specified. The weathering course work shall conform to TNBP 44-HJ and consist of concrete with broken brick in neat slacked lime of specified thickness finished with one course of pressed split tiles / pressed tiles of specified thickness and size as described in the bill of quantities.

13. A.C. Rain Water Pipes

The pipes shall be of standard quality conforming to IS 1628. These shall be straight, true smooth and regular in thickness. They shall be free from cracks and other flaws. The supply shall include all necessary pipe fittings and accessories.

All pipes shall be fixed to wall or columns by standard M.S butt holder clamps of approved make. The spigot of the upper pipe shall be properly fitted into the socket of the lower pipe, such that there is uniform annular space for filling with the jointing materials. One third depth of this annular space is to be filled with spun yarn soaked in bitumen of approved quality and properly pressed with caulking tool. The remaining two, third depth of the joint is to be filled with Cement Mortar 1:2 (1Cement : 2 coarse sand) and shall be pressed with caulking tool and finished smooth at the top at an angle of 45 Deg. sloping up.

The rate shall include supplying and fixing pipes with specials and accessories, including sizing as required, jointing, testing, cutting of walls and making good necessary scaffolding etc., complete.

14. Flooring :

Flooring shall consist of a base course of cement concrete of specified thickness and proportion laid over the compacted earth or sand filling as specified and a finishing layer of concrete, mosaic, glazed tiles or any other material as specified to be laid. Flooring work for Factory shop floors as well as mosaic flooring shall be done as per the special specifications.

The bed flooring shall be prepared either level or sloped as per relevant drawing or as instructed by the Engineer-in-charge. Filling in basement with earth or sand shall be in accordance with TNBP 25. On the prepared bed, cement concrete of specified mix and thickness shall be laid and well consolidated.

A. Ellispattern, 1st Sort Flooring

On the clean wet surface of the concrete base before it has set, will be laid a layer of cement concrete to give a finished depth of 20/25 mm over the base concrete. The cement concrete will be of 1:3 proportions (1 cement and 3 hard broken stone chippings 3 to 10 mm Size). To make a coloured floor red oxide iron powder or other approved materials should be mixed with cement at the rate 10% of the weight of cement or as directed by the Engineer-in-charge. Ellis pattern flooring shall be done as described under clause 41-G of TNBP.

B. Glazed Tile Flooring

The tiles shall be of ceramic white or coloured and of specified dimensions as described in the schedule item. The top surface of tiles shall be glazed with a neat finish of uniform colour and texture and free from flaws, cracks, craze, specks or other imperfections. Tiles shall be true and shape with straight edges, non-absorbing and non – fading. Samples of tiles together with manufacturer's literature shall be submitted to the Engineer-in-charge for approval. Tiles shall conform to IS 177 latest.

Over the prepared surface of the floor a bedding layer of Cement Mortar (1:3) of specified thickness shall be laid-in-proper level and slope using screed patterns. The bedding layer shall be deeply scratched while it is set. A mortar set bed of 6mm thickness in cement lime mortar 1:1:3 (one cement one lime putty and three sand), shall be laid over the bedding layer. After mortar setting, bed has been leveled, a skin of neat cement shall be trowel led to the mortar setting bed immediately before the tiles are set. As soon as the mortar setting bed has sufficiently hardened, all tiles shall be finally secured in place and gently beaten in and finished surface brought to desired level. When grouting the glazed tiles, special care shall be taken to prevent scratching of the glazed surface. Joints shall be pointed with white or coloured cement to match the tile surface and cured. No joint shall be more than 1.5 mm thick.

15. White Washing and Colour Washing

White washing and colour washing shall be done as per clauses 63 and 64 of TNBP. The surface shall be thoroughly cleaned off mortar drops and foreign matter. All patching must be scraped properly. The white washing shall be done from pure shell lime / Janathacem. Samples of lime shall be got approved by the Engineer-in-charge. The wash shall be applied with a brush, the coats being laid on vertically and horizontally alternatively, each coat being allowed to dry before next coat is applied. For colour washing the desired shade shall be obtained by mixing approved quantity of colouring matter or distemper with shell lime solution and applied as per white. The contractor shall take every precaution to prevent white wash being splashed on wall, floor and other places and articles not to be white washed. No colour wash shall be done unless a sample pattern of the mixed colour has been approved by the Engineer-in-charge. The rates shall be inclusive of scaffolding charges, cost of ladder etc.,

16. Painting

All painting work shall be done in accordance with TNBP-66 and the relevant Indian Standard Specifications. Paints, varnishes, cement paints etc., shall be the highest grade products of well known approved manufacturer and shall be delivered to site in original sealed containers. It is desired that materials of one manufacturer only shall be used as far as possible. Colours shall be uniform and nonfading. Samples of all colours selected shall be submitted to the Engineer in charge for approval before bulk purchase is made. All finished work shall match corresponding samples kept with the Engineer.

Preparation of Surface :

Before painting wooden surfaces, protruding timber fibres shall be removed and nail marks shall be covered with putty. The surface shall be thoroughly cleaned and sand prepared. In case of steel work it shall be scraped, well brushed and cleaned free of rust, scale dirt. Base preparation for painting concrete, masonry and plastered surfaces shall be carried out as per IS 2395 – Part I. Before actually proceeding with the work of painting the concrete, masonry and plastered surfaces, it shall be verified that the surfaces shall be completely dry, free from efflorescence and alkaline effect.

Application

The primer shall be applied with brushes and spread as evenly and as smooth as possible. For steel work a priming coat of Red Oxide / Zinc Chromate paint shall be applied. Painting shall be done by skilled labourers in a work-man like manner. All coats shall be of proper consistency and shall be well brushed out, so that no brush marks are visible. The under coating should be nearest to the specified colour of the finishing coat. Unless otherwise specified ready mixed synthetic enamel paints shall be used for painting, wood and steel work. Under coats should be completely dry before finishing coat is taken up. Priming coat and under coat shall be rubbed with sand paper and dusted clean. The finished coat of approved paint shall then be applied.

17. Cement Painting

Cement Paint solution shall be applied to the surface with hair brushes in a number of coats to get uniform finish. After the first coat of paints has hardened, it shall be cured with water at least for 24 hours. The surface shall be wetted again before the application of the second coat. At least 24 hours should lapse between the two coats, number of coats shall be as specified in the schedule of quantities. It shall be kept damp at least for seven days.

18. French Polish

French polish to be used shall comply with IS 348. Polishing shall be obtained by dissolving 1 lb, of shellac in one gallon of mentholated spirit without applying any source of heat. After the shellac has dissolved ¼ lbs of cobalt, ¼ lbs of lobano and 0.4 oz of crystals of desired pigment shall be added. The solution shall be applied with a pad of fine muslin cloth tied as per general practice. The pad shall be dipped into the solution and wrung with fingers and be rubbed hard on the surface in this way, the first coat is to be given after this gets dried up, the successive coats shall be given in the same fashion till the mirror like surface is obtained. The wood to be polished shall be first applied with filler composed of 1.25 Kg. of whiting mixed with one litre of mentholated spirit and then sand papered when dry. The finished surface shall have uniform texture and gloss. Approved transparent sealer shall only be used in base preparation.

SPECIAL SPECIFICATION FOR CONTROLLED CONCRETE

a) PROPORTIONING MIX:

The proportion of aggregate, Cement and water to be used for controlled concrete shall be designed by preliminary tests of the materials to be actually used to obtain the densest to workable concrete requiring the minimum quantity of cement paste for binding the materials to give the required strength. However the maximum total quantity of aggregate by weight per 50 kg. of cement shall not normally exceed 450kg All proportions shall be by weight. However water may be added by weight or volume.

b) MIX DESIGN:

Immediately upon the receipt of the award of the contract, the Contractor shall inform the Engineer-in-charge the exact location of the sources of materials which he proposes to use and get the materials approved. The mix with the actual approved materials to be used shall be got designed by the Contractor in an approved laboratory chosen by BHEL and got approved by the Engineer-in-charge. These proportions shall be used so long as the materials continue to be the same quality and from the same sources. If during the progress of work, the Contractor wishes to change the materials, the proportions shall be fixed on the basis of fresh preliminary tests to give the required strength. No change of materials shall be allowed unless fresh tests with new materials show satisfactory results.

c) STRENGTH REQUIREMENTS OF CONCRETE:

Controlled concrete shall be in the following grades, M 15, M 20, M 25, M 30, and M 35 & M 40. The concrete mix shall be designed to produce the grade of concrete having the required workability and characteristic strength not less than the appropriate values (as per I.S. 456) as given in table below:

Sl. No	Grade of. Concrete	Specified Characteristic Cube Strength	
		Preliminary test N/mm2	Works test N/mm2
1.	M 15	20	15
2.	M 20	26	20
3.	M 25	32	25
4.	M 30	38	30
5.	M 35	44	35
6.	M 40	50	40

d) WORKABILITY OF CONCRETE:

The proportions chosen shall be such that the concrete is of adequate workability for the conditions prevailing on the work in question, and shall be properly compacted. Water shall be added to the mixer to give the required workability. The water content of each batch shall be adjusted as necessary to maintain the required workability with simultaneous adjustment of cement concrete such that the water cement ratio is not changed. The workability tests shall be carried out in accordance with IS : 1199 - Latest, "Methods of sampling and analysis".

Workability of concrete shall be controlled by direct measurement of water content, making allowance for any surface water in the fine and coarse aggregates. Allowance shall be made for surface water present in the aggregate when computing the water content. Surface water shall be determined by one of the field methods described in IS : 2386, Part III.

e) CONSISTENCY AND SLUMP:

The concrete shall have a consistency such that it will be workable in the required position. It shall be of such consistency that when properly vibrated it will flow around reinforcing steel and all embedded parts. The slump for concrete as determined by slump tests as per Indian Standard 456 (latest edition) shall not exceed the maximum slumps indicated below for each type of construction as approved by the Engineer-in-charge.

Workability	Slum in MM		Type of Construction
	Min.	Max.	
Medium	40	80	All RCC works

The contractor shall not place concrete having a slump outside the limits specified without the approval of the Engineer-in-charge.

At least one slump test shall be made for every compressive strength test carried out. More frequent tests shall be made if there is a distinct change in job conditions or if required by the Engineer-in-charge.

f) TESTS:

Test shall conform to the specifications laid down in IS : 456. These tests shall be got done in an approved laboratory and in accordance with IS : 516 - Latest at the cost of the Contractor (for making necessary cube moulds, transporting the cubes to the Laboratory and all other incidental etc.). The test fees for the cubes shall be borne by the contractor. In order to ensure proper quality control sampling of the concrete of each specification placed on any day in work shall be done in accordance with the following table.

Quantity of Concrete in work	Total Number of samples(each sample to consist of 6 test cubes)
Up to 5.00 Cu.m.	1
Greater than 5.00 Cu.m. and less than 15.00 Cu.m	2
Greater than 15.00 Cu.m. and less than 30.00 Cu.m.	3
Greater than 30.00 Cu.m. and less than 50.00 Cu.m.	4
Greater than 50.00 Cu.m.	4 + one additional sample for each additional 50 Cu.m. or part thereof.

i) The sampling shall be spread as evenly as possible throughout the day. When wide changes in weather conditions occur during concreting, additional samples may be taken as desired by Engineer-in-charge. Each sample shall consist of 6 cubes of 15 x 15 x 15 cm concrete. Test cubes shall be kept immersed in water until required for test which will be usually at 7 days and minimum crushing strength of not less than the following:

Grade of Concrete	M15	M20	M25	M30	M35	M40
Crushing strength in N/mm2 at the end of						
a) 7 days	10	13.50	17	20	23.50	27
b) 28 days	15	20	25	30	35	40

All costs connected with the preliminary tests for proportioning the mix, sampling, curing, handling, other incidental charges, labour charges and cost of materials shall be borne entirely by the Contractor. Testing charges for cubes (work tests) shall be borne by contractor. Such testing shall be conducted at approved laboratory as directed by the Engineer-in-charge or at the contractor's own laboratory set up at site itself.

All samples for tests shall be taken in the presence of Engineer-in-charge and the Contractor or his authorized agents.

A set of six specimens from random mixer batches, shall constitute a test, three being tested for 7 days and three being tested for 28 days strength.

The strength test result shall be the average strength of the three companion test specimens, tested at 28 days, except that, if one specimen in a test shows manifest evidence of improper sampling, moluding or testing, the result shall be discarded and the remaining two strengths averaged.

ii) Normally, 7 days and 28 days tests shall be made on specimens. For any mix, a correlation between 7 days and 28 days strengths may be made in the laboratory. Soon after a job starts, a similar correlation will be evolved for samples of a concrete taken from the mixer. After that correlation has been established, the results of the 7 days test may be used as an indicator of the compressive strength which should be expected at 28 days, provided such results are consistent, if 7 days tests shown compressive strength that are too low, corrective measures shall be taken at once, at the Engineer's direction, without waiting for the results of the 28 days tests.

iii) Each class of concrete shall meet the following strength requirements:

The average of any three consecutive strength tests shall have a value equal to or greater than the specified strength subject to the condition that only one out of three consecutive tests may give a value less than the specified strength but this shall not be less than 90% of the specified strength.

iv) In the event that concrete tested in accordance with the requirements of this specification, fails to meet the requirement, the Engineer shall have the right to require any one or all the following.

1. Changes in the concrete mix proportions for the remaining work.
2. Curing and testing of the concrete represented by the tests which failed.
3. **Replacement of any such portions of the structure. (No payment for dismantled concrete, associated from worker or reinforcement shall be made. Embedded fixtures, reinforcement and adjoining structures, damaged during dismantling shall be made good by the Contractor at his own expense).**

4. Extended curing of the concrete represented by the specimen.
5. The contractor shall carry out all such measures as directed at his own expense.

Load tests of structural members may be required by the Engineer when the strength of the job control tests falls below the required strength and is not acceptable as per "Acceptance Criteria" stated earlier. The entire cost of the load test shall be borne by the Contractor. If the load testing is decided by the Engineer, the member under consideration shall be subjected to a superimposed load equal to one and quarter (1.25) times the specified superimposed load used for design and this load shall be maintained for a period of 24 hours before removal.

The detailed procedure of the test shall be decided by the Engineer-in-charge.

If, within 24 hours of the removal of the load, the structure does not show a recovery of at least 75 percent of the deflection after the 24 hours under load, the test should be repeated. The structure should be considered to have failed to pass the test if the recovery after the second test is not at least 80 percent of the maximum deflection occuring during the second test.

If the member shows evident failure, such changes as are necessary to make the structure adequately strong, shall be made by the contractor free of cost to the Department. If on the other hand, the failure becomes apparent, the Engineer under special circumstances, can retain the portion of the structure under test, provided suitable strengthening and or load dispersed arrangement is feasible. Cost of such strengthening or load dispersed arrangement shall be borne by the Contractor.

Load test shall not be made until the expiry of 56 days of effective hardening of the concrete.

If a portion of the structure is found to be unacceptable it shall be dismantled and replaced by a fresh structure as per specification. The cost of such dismantling and reconstruction should be borne by the Contractor.

The proportions of cement, fine aggregate, coarse aggregate and water necessary to produce a concrete mix which will fulfill the requirements of this specification for each grade of concrete shall be determined on the basis of trial mixes conducted with the samples of the material to be used in the work by the Engineer-in-charge in the field Laboratory.

All mix design and test data and results shall be maintained as part of the record of the contract and shall be signed by the Engineer-in-charge and the Contractor. A register showing such record shall be maintained at site of work.

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

Bharat Heavy Electricals Limited

BOILER AUXILIARIES PLANT

RANIPET - 632 406.

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CHAPTER - I

DEFINITIONS IN THE CONTRACT AS HEREINAFTER DEFINED

The following terms shall have the meanings hereby assigned to them, except here the context otherwise requires :-

a. **'CONTRACT'** means and includes the conditions of contract, the documents forming the tender and acceptance, thereof, specifications, drawings, bill of quantities, schedule of rates and prices if any, general and special conditions of contract, schedules A,B,C,D and or general summary attached to the form of tender and contract agreements. All these terms and conditions and documents as applicable taken together shall be deemed to form one contract and thereby complementary to one another.

b. **'TENDER DOCUMENTS'** means and includes the form of tender, the applicable schedules A, B, C, D and / or general summary, general and special conditions of contract and specifications and drawings as given to the contractors on payment.

c. **'THE CONTRACTOR'** means the person or persons, firm or company whether incorporated or not, whose tender is being accepted and includes the contractor's legal / personal representatives, successors and permitted assignees.

d. **'THE WORK'** means the work described in the tender documents and / or individual work orders, drawings and specifications as may be issued from time to time to the contractor by the Engineer - In - Charge within the powers conferred upon them including modified or additional works and obligations to be carried out either at the site or at any factory, workshop or any other place as required for the performance of the contract.

e. **'THE SITE'** means the lands and other places on, under, in or through which the work has to be executed under the contract and any other lands and places provided by the company for the purpose of carrying out the contract.

f. **'THE COMPANY'** referred to as BHEL in this contract shall mean M/s. Bharat Heavy Electricals Limited including its Board of Directors, Director, Executive Director, Group General Manager, General manager, Dy. General Manager and / or the Officers of the company Including Sr. Manager, Manager, Dy. Manager, Sr. Engineer and Engineer authorised on behalf of Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet.

g. **'THE ACCEPTING OFFICER'** means the official who signs the contract agreement on behalf of Bharat Heavy Electricals Limited and includes his successors.

h. **'ENGINEER-IN-CHARGE'** means the Officer / Engineer of BHEL who is in charge of works under the contract and includes such other Officer / Engineer as may be notified by BHEL from time to time.

i. **'APPROVED AND DIRECTED'** means approval and / or directions of the Officers / Engineers of BHEL issued from time to time with regard to the contract.

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

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

k. **'THE CONTRACT SUM'** means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and / or the contract rates as payable to the contractor for the 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 **'DATE OF COMPLETION'** is the date or dates for completion of the whole or any part of the work as the case may be set out in or ascertained in accordance with the individual work orders of the tender documents, or any subsequent agreed amendments thereto.

n. A **'WEEK'** means sevan days without regard to the number of hours worked or not 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 in that day.

p. A **'WORKING DAY'** means any day other than the holidays declared by BHEL, Ranipet.

q. **'DEVIATION ORDER'** means an order given by the Engineer-in-Charge to effect an alternation addition or deduction which does not readically affect the scope or nature of the contract.

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

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

t. **'PROVISIONAL ITEMS'** means items for which approximate quantities have been included in the tender documents.

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

v. Heading of these terms and conditions shall not affect the interpretation or construction thereof.

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

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

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

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

MANNER OF EXECUTION OF CONTRACT

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

CONTRACTOR / TENDER **ACCEPTING OFFICER**

CHAPTER - II

SCOPE OF CONTRACT

2. Heading to the Contract

The heading to these conditions shall not affect the interpretation thereof.

3. Contract Documents

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

However, for any additional copies of the agreement of drawings required by the Contractor, the same will be supplied on payment of the Specified cost.

The Contractor shall keep one copy of all the Drawings and of the Specifications on the site and the Engineer-in-Charge or his representative shall be at all reasonable times have access to them.

None of these documents shall be used by the contractor for any purpose other than that of this contract.

3a. Secrecy

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Officials Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such work under the contract.

All classified documents furnished to the contractor shall be returned to the Engineer-in-charge on the completion of works or the earlier determination of the Contract.

4. Works to be Carried Out

The Contract shall, except as provided under Schedules "B" and "C" included all labour materials, tools, plant, equipment, and transport which may be required in preparation for and in the entire execution and full completion of the work. Schedule "A" shall be deemed to have been prepared in accordance with good practice and recognised principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials carriage and cartage, lead, 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 quantity in Schedule "A" or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract.

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

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

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

5. Provisional Items

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

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

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

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

6. Deviations

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

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

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

7. Time

Time is the essence of the contract and is specified in the tender documents or in each individual Work Order.

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

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

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

8. Stores and Materials

8.1 Materials to be supplied by the Contractor

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

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

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

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

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

8.2 Materials to be supplied by BHEL

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

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

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

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

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

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

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

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

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

8.3 General

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

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

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

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

9. Delay and Extension of Time

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

i) by reason of abnormally bad weather, OR

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

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

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

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

10. Patent Rights

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

11. Octroi and Other Duties

All changes on account of Octroi, Terminal or Sales Tax and / or other duties on materials obtained for the Work (excluding materials provided by BHEL on payment) shall be borne by the Contractor.

12. Royalties

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

13. Plant and Equipment

The Contractor, shall at his own expense, supply all tools, plant and equipment (here-in-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 hired by BHEL to the Contractor or issued free for use in the execution of the work, as specified in Tender documents.

14. Assignments or Transfer of Contract

The Contractor shall not without the prior written approval of the Accepting Officer assign or transfer the Contract or any part thereof, or any share, or interest there in 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 unless the prior written approval of the Accepting Officer to the assignment or transfer of such money is given.

14 (a) Sub - Contract

The Contractor shall not sub-let any portion of the Contract without the prior written approval of the Accepting Officer.

15. Compliance to the Regulations and Bye - Laws

The Contractor shall confirm to the provision 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 whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be neccessiated for such connections give the Engineer-in-charge notice, specifying the variation proposed to be made and the reasons there for and shall not carryout any such variation until he has received instructions from the Engineer-in-charge in respect thereof. The Contractor shall be bound to give all notice required by Statute Regulations of Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

16. BLANK

17. BLANK

CHAPTER – III

PERFORMANCE OF THE CONTRACT

18. Security Deposit

18.1.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs up to Rs.50 lakhs	1 lakh+7.5% of the amount Exceeding Rs. 10 lakhs.
Above Rs. 50 lakhs	Rs.4 lakhs + 5% of the amount Exceeding Rs. 50 lakhs.

The security Deposit should be collected before start of the work by the contractor.

18.1.2 Security Deposit may be furnished in any one of the following:

i) Pay Order, Demand Draft in favour of BHEL.

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

iii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

iv) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

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

vi) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

vii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Viii) The security deposit shall not carry any interest.

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

18.1.3 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

18.1.4 All compensation or other sums of money payable by the contractor to BHEL, under the terms of this contract or under any other contract with BHEL, may be deducted from the security deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL on any account whatsoever against this contract or any other contract with 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 thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security deposit has been so reduced.

18.1.5 50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refundable only after the expiry of the maintenance period of six (6) months from date of completion of work as stipulated in the contract concerned.

19. 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 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.

The Contractor shall carry out without delay all orders given to him.

20. Admission to Site

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

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

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

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

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

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

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

21. Contractors Supervision

The Contractors shall either himself supervise the execution of the Contractor or shall appoint a competent Agent approverd by the Engineer-in-charge to act in his stead The Contractor shall employ an Engineer/Agent having atleast a Degree of Bachelor of Civil Engineer from a recognised University/on any work with a Contract value exceeding rupees two lakhs, and having atleast a Diploma in civil Engineering from a recognised college, on work with a contract value exceeding Rs. 50,000/- but not exeeding rupees two lakhs.

The Employment of an Engineer/Agent as aforesaid shall not be necessary if theContractor himself is in possession of a recognised technical qualification and is, in opinion of the Engineer-in-charge, capable of the receiving instructions of the Engineer-in-charge and of the executing the work to the 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 powers to suspend the execution of work and stop payment of any advances that may have become due until such date as a suitable Engieer/Agent is appinted 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 (9) above.

Orders given to the Contractor's Agent Engineer shall be considered to have the same force as if they had been given contractor himsef,

The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the executing of work with such additional assistance in each trade as the Engineer-in-charge may consider necessary.

The Contractor or his accredited agent shall attend when required and without making any claim for doing so, either the Office of the Engineer-in-charge or the work site to receive instructions.

The Engineer-in-charge shall have full powers, and without assigning any reason to require the Contractor immediately to cease to employ in connection with the

Contract any Agent, servant or employee whose continued employment is, in his opin on undesirable

The contractor shall not be allowed any compensation on this account.

22. Labour

The contractor shall elmploy labour in sufficient number either directly or through sub-contractors to maintain the required rate of progress and of quality ensure wormanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall comply with all labour laws inforce from time to time.

23. Safety Rules

The Contractor shall comply with all safety rules of BHEL.

24. Water

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

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

25. Temporary workshops, store Etc,

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

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

26. Tool and Plant on site

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

27. Statments of Hire Charges

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

28. Precaution Against risks

The Contractor shall be responsible for providing at his own expense, for all precaution to prevent loss or damage and for the necessary steps to be taken for the said purpose until the works have been handed over complete, in all respects to the Engineer-in-charge.

The Contractor shall provide all watchman necessary for the protection of the site, the work, the matrials, tools, plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all placess on or about the work and the site which may be dangerous to any person whomsoever.

29. Notices and fees

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

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

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

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

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

31. Site Drainage

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

32. Excavation, Relics, etc.

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

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

33. Foundations

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

34. Covering - in work

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

35. Approval of Works by Stages

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

36. Execution of the work

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

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

37. Day Work

No day - work shall be performed without the prior written instructions of the Accepting Officer.

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

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

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

38. Inspection of the Work

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

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

39. Responsibility for Building

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

thereof in a clean state complete in every particular to the entire satisfaction of the Engineer-in-charge.

40. Insurance

The Contractor shall with in one month after the date of acceptance of the Contract, insure the work against loss or damages to the contract works, temporary work and materials erected in performance of the contract "all risks" basis from the time of arrival on site until taken over by BHEL on completion of the Contract.

The cover shall also include whenever necessary the risks of testing including breakdown or explosion or plant and machinery undergoing testing, trial and commissioning operations. The insurance shall also specifically cover removal of debris cost. The sum insured shall represent the estimated ful value of the contract work inclusive of value of free supply materials by BHEL, transport charges, customs dues, express freight, overtime charges, cost of erection, value of constructional plants and machinery; removal of the debris and escavation of costs. Where the contract includes a maintenance period, the insurance cover shall specifically include the Contractor's liabilities during the maintenance period. The insurance shall also be extended to cover third party personal injury and property damage for a sum to be specified by BHEL. The insurance shall be effected in the name of BHEL and the Contractor shall submit to BHEL a draft of the insurance policy for approval. The policy when issued will be lodged with BHEL together with receipts of premium for such insurance and the contractor shall maintain such policienis force until the obligations of the Contracotr are full discharged.

If the Contractor fails to comply with the terms of this condition the Accepting Officer may insure the work and may deduct the amount of premiums from any money that may become payable to the Contracator or may at his descretion refuse payment of any advances to the Contractor until the Contractor shall have complied with the terms of this condition. This provision does not, however, absolve the Contractor of his responsibility for taking up the Insurance. The Contractor is, therefore, primarily responsible for the insurance in time.

41. Damage and Loss to Private Property and Injury to Workmen

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 occassioned to any property or rights whatever including property and rights of BHEL (or agents, servants to employees of BHEL) the injury loss of damage arising out of or in any way in connection with the execution of the contract and further the Contractor shall indemnify BHEL against all claims enforceable against BHEL or any agent, servant, or employee of BHEL a private person, in respect of any such injury (including injury resulting in death loss or damage to any person) who so ever or property, including all claims which may arise under the Workmen's Compensation Act or otherwise, or which would be enforceable against BHEL.

42. Completion

The works shall completed to the entire satisfaction of the Engineer-in-charge and in accordance with the Contractor's forecast of Time and progress where operative, and all unused stores and materials, tools, plants equipment, temporary Building and things shall be removed from the site and work cleared of rubbish and all

waste materials and levelled up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Schedule date of completion.

The BHEL shall have power to take over from the Contractor from time to time such sections of the Work as have been completed to the satisfaction of the Engineer-in-charge. In such an event, the contractor is not entitled for any extension of time or any other compensation for executing the balance work.

In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contractee, that is BHEL to take such action as it deems fit to clear, dispose of such properties, assets or such waste materials and charge the Contractor any expenses incurred thereon.

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

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

43. Compensation for delay

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

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

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

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

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

a) ~~Complete~~ Completion period (as originally stipulated) not exceeding 6 months	10 per cent

b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 Years — 7½ per cent

c) Completion period (as originally stipulated) exceeding 2 years — 5 per cent

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

44. Laws Governing the Contract

This Contract shall be governed by the Indian Laws for the time being inforce.

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 to Bharat Heavy Electricals Limited, cancel the Contracat in any of the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation for default. If the Contractor shall :

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do a day act in relation to the 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 comission 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-bonafide methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

46. Cancellation of Contract for Insolvency, Assignment or Transfer or Sub-Letting of Contract

The Accepting Officer, without prejudice to any other or remedy which shall accure thereafter to BHEL shall cancel the contract in any of the following cases :

If the Contractor

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

b) being a company shall pass a resolution or the court shall make on order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debentures holders shall be appointed or circumstances shall arise which entitle the court or debentures holders to appoint a Receiver or Manager OR

c) assigns, transfer, sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the Accepting Officer OR

d) Shall suffer an excution being levied on his goods and allow it to be continued for a period of 21 days.

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 always to 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 accure to the BHEL and that if the cost of completion exceeds the moneys 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.

Engineer-in-charge will have pwers to take possession of the site and any materials constructional plant, implements, stores, etc. thereon and carryout the work by any means at the risk and cost of the Contracator.

In case the 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 the BHEL with an addition of such percentage or cover superintendence and establishement charges as may be decided by the General Manager whose decision shall be final and conclusive.

In the Contractor fails to pay the excess sum within a period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sum due from the Contractor under the contract and if thereafter be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

47. Cancellation of contact in part or Full for Contractor's Default

If the contractor :

a) makes default in commencing the within a reasnoble time from the date of handing over of the site and continue in that state a reasonable notice from Engineer-in-charge OR

b) in the opinion of the Engineer-in-charge at any time, whether before or after the date extended dato for completion, make default in proceeding with the work,withdue diligenec and continue in the state after a notice of seven days fromEngineer-in-charge OR

c) fails to comply with any of the terms and conditions of the contract or after 7days notice in writing with orders properly issued thereunder. OR

d) fails to complete the work order and items of work individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress at set out under clause 7 of these General conditions of contract.

The Accepting Officer may, prejudice to any other right or remedy which shall have accrued or shall accrue after B H E L, Cancel the cantract as a whole or in part there or only such work oder items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the cantract as a whole or in part under this condition he may complete the work at the contractor's rick and cost provided always 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 if the cost of comletion exceedds, the money due to the contractor under this contract the contracttor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc there on.

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

If the contract fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporay buildings etc and apply the proceeds of sale there of towards the satisfaction of any sum due from the contractor under the contract and if ~~here~~ there after be any balance out-standing from the contract, it shall be recovered in accordance with the provisions of the contract.

48. Termination of Contract for death

Without perjudice 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.

49. Special Powers of Determidtation

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 General Manager 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.

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

50. BLANK

CHAPTER - IV

VALUATION AND PAYMENT

51. Records and Measurements :

All items having a financial value shall be entered in the BHEL Measurment Book so that a complete record is obtained of all works performed under the contract

Buildings, etc., priced in schedule 'A' as a unit Lump-sum will be entered by number at the unit Lump-sum.

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

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

Work which fails to be measured in detail shall be mearured physically, with-out reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurments shall be taken joinly by any person duly authorised on the part of the BHEL and by the contractor.

The engineer -in-charge shall give resonable notice in writting to the contractor of appointment of measurement

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

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

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

If as a result of such objection, it becomes necessary to re-measure the work wholly or in part,the expensce of such measurement shall be borne by the partly requiring the measurement.

Measurement to be re-taken provided that a net error is found by this re-measurement to amount to less than 5% (Five percent) of the value as recorded by the first measurement.But where the net errors amount to 5% and over of the said value,then the cost is to be borne by the other party .In any case if the net value of errors found exeded to Rs 500 the expensce or re-measurement is said to be borne by th other party . If the contractors representative fails to attend when required ,the engineering-in-charge shall have power to proceed by himself to take measurement and in that case thoso measurements shall be considered as accepted by the contractor as final . The contractor shall,once in every month ,submit to the engineer-in-charge with a copy to the accepting officer details,of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects.

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

b) Extra Items / Items of work.

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

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

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

52 Valuation of Deviations

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

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

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

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

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

these items of work (the work of the products of the tendered rates and the quantities for which order are placed) bears to the total cost of the same items and quantities at the BHEL schedule of rates.

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

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

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

53. Reimbursement / Refund on variation in Price, Materials

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

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

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

Advance on account

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

In the case of work estimated to cost more than Rupees FIVE THOUSAND the contractor may at intervals of less than one month or as otherwise provided for in the Contract documents, counting from the date on which order to commence work is given by Engineer-in-charge submit claims on BHEL forms for payment of advances on account of work done and of materials delivered in connection with the Contract.

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

Notes :

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

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

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

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

55. Final Bill

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

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

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

The Contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to certification of the final bill by the Engineer-in-charge. Any sums due from the Contractor on account of Tools and Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.

No charge shall be allowed to the Contractor an account of the preparation of the final bill.

56. Payment of Bills

All payment to be made to the Contractor under this contract shall be by "Crossed Cheque" marked "A/c payee only" (within a reasonable after the certification by the Engineer-in-charge) at the Nationalised Banks/Scheduled banks or their subsidiaries located in the station where either the work is executed or service rendered or at their branch nearest to the station whre the Office of the Engineer-in-charge is located.

57. Recovery from Contractor

Whenever under the contract any sum of money shall be recovered from or payable by the Contractor the same may be deducted any sum than 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 and Bills

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

59. Refund of Securlty Deposit

50% of the Security deposit mentioned in condition 18 above, may be refunded to the Contractor in respect of all contract on completion of work and after payment of final bill and the balance 50% on expiry of the maintenance period, provided the

Contractor shall have rendered a "No - Demand" Certificate. In case of work where maintenance period is not involved 100% of the Security Deposit may be refunded after payment or final bill provided that the Contractor shall have rendered a "No Demand" Certificate.

60. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or there conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of same other persons appointed by the General Manager, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be, is expressed in the contract to be final and conclusive. There will be no objection if the arbitration, so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of first hearing.

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

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

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

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not appy, the provisions of BPF Office memorandum No. BPF/ CL001/76MAN/2(1.10) 75 - BPE (GM - 1) dated 1st January 1976 or its amendments for arbitration shall be applicable.

61. Jurisdiction of Court

For the purpose of Court proceeding if any, same shall be in the Court having jurisdiction over Ranipet - 632 406. (Vellore District, Tamilnadu).

62. Taxes etc.

All taxes, duties, levies that are payable to the Government or to any other authorities in respect of the works under the contractor at the time of contract or becomes payable in future shall be exclusively borne by the contractor and the BHEL is not liable for any reimbursement / Payment thereof.

ANNEXURE - I

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.
(Please See Condition - 22)

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

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

a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Tamilnadu ules.

b) The Minimum wages Act 1948 and the related Tamilnadu Rules.

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

d) The factories Act 1948 and teh related Tamilnadu Rules.

e) The Employees' Provident Fund & Miscellaneous Provisions Act 1952.

f) The Employees State Insurance Act 1948.

g) The workman's Compensation Act 1923.

h) The Industrial Disputes Act 1947 and any other Law or modifications to the above or to the rules made there under from time to time.

i) Paymet of Bonus Act 1965.

REGISTRATION AND LICENSING

3. Every Contractor shall register his name with the Welfare Section of BHEL before taking up the work awared to him by giving the following information and getting a code Number :-

   a) The Name of the Contractor.

   b) Nature of Contract Work.

   c) Period of Work.

   d) Number of maximum labour employed by him on anyone day.

   e) Licence No. & Date (applicable in case of Contractors employing 20 or moreworkers)

   f) Whether enrolled for PF, ESI, etc., and enrolment No.

This information is called for the purpose of informing the Inspectorate of Factories whenever they call for information regarding Contracts.

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

5. The Contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal Employer and / or occupier of the factory and shall render all necessary assistance for the same.

WAGES

6. The Contractor shall pay wages to the workmen employed by him at the rate which shall not be less than the minimum wages applicable under Law from time to time.

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

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

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

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

11. Wages due to every worker shall be paid to him direct or to the person authories by him in this behalf. All wages shall be paid in current coin or currency or in both.

12. The Contractor shall ensure the disbursement of wages in the presence of such authorised representatives of BHEL Management.

13. The above payment shall be verified by the authorised Officers/ representative of BHEL with the foltowing certificates on the payment sheet Certified that the amount shown in Column No..... has been paid to the workmen concerned in my presence on..... at .....

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

15. A Notice of showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the Contractor undeer acknowledgement.

16. Notices showing the rates of wages, weekly rest days, wage period, hours of work, date of payment of wages, and addressed of the Inspectors having jurisdiction the date of unpaid wages shall be displayed in Tamil and English in conspicious places at the establishment and at worksite the contractor. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following form :-

    a) Serial Number

    b) Location

    c) Period of Work

    d) No. of Contract labour engaged during the work

    e) No. of days worked

    f) No. of Mandays worked

    g) Wages paid to his workers

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

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

17. The following documents/formats under contract labour (Regulation and Abolition) Act 1970 and Tamil Nadu Rules there under shall be maintained by each Contractor.

    a) Register of Persons employed by the Contractor.

    b) Employment Card

    c) Service Certificate

    d) Muster Roll, Wage Register, Deduction Register, Wage Slip, Over Time Register, Register of Fines, Register of Advances etc.

18. The Contractor shall display the abstract of the contrac labour (Regulation and Abolition) Act and the Rules there under both in English and in Tamil.

19. Half Yearly Return shall be sent by the Contractor in duplicate to the Licensing Officer.

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

21. The Contractor shall without fail give upto date information in writing of the attendance of the workers employed by him.

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

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

WORKING HOURS AND WORKING CONDITIONS

24. NO WORKER SHALL BE REQUIRED OR ALLOWED TO WORK ON SUNDAY UNLESS HE HAS OR WILL HAVE A HOLIDAY ON ANYONE OF THE THREE DAYS BEFORE OR AFTER THE SAID DAY.

25. The contractor shall inform BHEL Management in the prescribed from details of the contract workers scheduled to work on Sunday., the day of rest and also indicate the substiuted holiday in lieu there of. this shall be intimated two days in advance berfore his workmen are booked for work on sunday.

26. The contract labour working for more than nine hours in nay or for more than 48 hours in any week shall be paid wages at the rate of towice the ordinary rates of wages in accordance with the provisons of section 59 of the factories Act 1948

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

28. The contractor shall give four paid National Holidays to his workers, viz. 26th January, Ist, May, 15th August and 2nd October.

29. The contractor shall ensure that his workmen vacate the premises after the shift is over.

30. No. woman worker shall be required or allowed to work in the factory except between the hours of 6.00 a.m and 7.00 p.m

31. The contractor shall comply with the provisions relating to wlfare and Health facilities as provided in the contract labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules 1975.

NOTICES OF ACCIDENTS

32. Notwithstanding any thing contrary to this , in the event of accident the contractor shall be required to fill injury report and submit the Engineer-in-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under.He shall also maintain a register of accident as per Act.

33. The contractor shall get the contract labour engaged by him insured under workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance coverage should

be for the entire period of contract.The contractor shall comply with the provision of the Workmen's Compensation Act 1923 [This should be read in conjunction with the provision of ESI Act]

34. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and and produce to BHEL such Registration Number/ Enrolment Number before executing the contract work.

35. The contractor shall regularly pay the amount of contribution i.e. employers contribution as well as employees contribution in pursuance of the above scheme as fixed from time to time .The contribution payable presently is 1.75% of wages to be recoverfrom the workmen and 4.75% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.

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

37. The contractor shall ensure that his workmen are covered under the EPF & miscellaneous Provision Act 1952 and accordingly produce to the BHEL Managemaent the registration / enrolment number before awarding of contract work. As per the extisting provision every worker who has completed three months continuous service or has actually worked for not less than 60 days within a period of three months or less shall be entitled and required to become a member of the fund. The employees, contribution payable at present is 12% of wage which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time , it will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

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

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

40. Whenever any sum of shall sum of money is found to be recoverable from or payablle by the contractor under the above Acts the same shall be deducted from any sum that may be due or which at any time there after may become due to the contractor under this contract or under any other contract or from his security deposit in case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance there of on demend. In case any recoveries are made this clause from the as may be required to replace the shortage caused by such recoveries in the amount of Security Deposit.

41. The contractor shall abide by all the labour and other laws applicable to contract labour/workers under this contract and shall at all times keep BHEL indemnified against all losses, claims, prosecutions under any law.

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

43. Non exercise of any of the power of or rights available to BHEL here under or under any law, shall not any way operate as waiver thereof.

ACCEPTING OFFICER

FORM - IV

(See Rule 21(1) of Tamil Nadu Contract Labour Rules)

Application for Licence

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

02. Date of Birth and age (in case of Individuals) :

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

a) Name and Address of the Establishment :

b) Type of business,trade industry manufacture :

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

d) Name and address of the Principal Employer :

04. Particulars of contract labour :

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

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

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

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

05 Whether the contractor was convicted of any offence within the preceeding five years, if so give details :

06. Whether there was any order against the contractor revoking or suspending licence or forfeiting security deposit in respect of an earliercontract if so the date of such order :

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

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

09. Amount of licence fee paid No of Treasury challan and Date :

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

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

DECLARATION

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

PLACE :
DATED :

SIGNATURE OF THE APPLICANT
[CONTRACTOR]

NOTE : The application should be accompanied by a treasury Receipt for the appropriate amount and a certificate in Form V From the principal employer.

(To be filled in the office of the Licensing officer)

Date of receipt of the application with challan for fees / security Deposit.

SIGNATURE OF THE LICENSING OFFICER

FORM - XIII

(See Rule 75 of Tamil Nadu Contract Labour Rules 1975)

Register of workman employed by contractor

Name and Address of the Contractor :

Name and location of work :

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

Name and address of Principal Employer :

01. Serial Number :

02. Name and surname of workman :

03. Age and sex :

04. Father's / Husband's Name :

05. Nature of Employment /Designation :

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

07. Local Adderss :

08. Date of commencement of Employment :

09. Signature or Thump Impreesion of workman :

10. Date of termination of Employment :

FORM - XIV

(See Rule 76 of Tamil Nadu Contract Labour Roules)

EMPLOYMENT CARD

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

_____

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

_____

01. Name of the workmen :

02. Sl. No. of register of workmen¶ employed :

03. Name of Employment/Designation :

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

05. Wage period :

06. Tenure of Emloyment :

07. Remarks :

SIGNATURE OF CONTRACTOR

FORM - XV

(See Rule 77 of Tamil Nadu Contract Labour Rules)

SERVICE CERTIFICATE

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

Name and location of the work :

Name and address of the workman : Name and address of Principal Employer

Age or Date of Birth :

Identification marks :

Father's / Husband's Name :

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

SIGNATURE

CONTRACTOR

FORM - XVI

(See Rule 78 [l] [a] [i] of Tamil Nadu Contract Labour Rules)

MUSTER ROLL

Name and Address of contractor

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

Nature of location of the work

: Name and address of Principal Employer_____

For the Month of_____

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

SIGNATURE OF CONTRACTOR

FORM - XVII

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

Register of wages

Name and Address of the Contractor :

Nature and location of work :

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

Name and address of Principal Employer :

Wage Period : MONTHLY

01. Serial Number :
02. Name of workman :
03. Sl. No. in Register of workman :
04. Designation / Nature of work done :
05. No. of days worked :
06. Units work done :
07. Daily rate of wages / Piece rate :
08. Basic wages :
09. Dearness allowance :
10. Overtime :
11. Other cash Payment (Nature of payment to be indicated) :
12. Total :
13. Deductions, If any [indicate nature] :
14. Net anmount paid :
15. Signature / Thump impresion of workman :
16. Initials of contractor or his representative :

FORM - XIX

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

Wage Slip

Name and Address of the Contractor : Name and Father's / Husband Name of the workman _____

Name and location of work : For the week / Fortnight / Month ending .....

01. No. of days worked :

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

03. Rate of dialy wages /piece rate :

04. Amount of over time wages :

05. Gross wages Payable :

06. Deductions, if any :

07. Net amount of wages paid :

INTIALS OF THE CONTRACTOR OR HIS REPRESENTATIVE

FORM - XX

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

Register of deductions for damage or loss

Name and Address of the Contractor :

Nature and location of work :

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

Name and address of Principal Employer :

01. Serial Number :

02. Name of workman :

03. Father's / Husband's Name :

04. Designation / Nature of employment :

05. Particular of damage or loss :

06. Date of damage or loss :

07. Whether workman showed cause against deduction :

08. Name of person in which presence employee's explanation was heard :

09. Amount of deduction imposed :

Date of Recovery

10. No. of instalments imposed :

11. First Instalments :

12. Final Instalments :

13. Remarks :

FORM - XXI

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

Register of Fines

Name and Address of the Contractor :

Nature and location of work :

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

Name and address of Principal Employer :

01. Serial Number :
02. Name of workman :
03. Father's / Husband's Name :
04. Designation / Nature of employment :
05. Act / Omission for which fine imposed :
06. Date of offence :
07. Whether workman showed cause aganist fine :
08. Name of the person in whose presence employee's explanation was heard :
09. Wage period & Wage payable :
10. Amount of fine imposed :
11. Date on which fine realised :
12. Remarks :

FORM - XXII

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

Register of Advance

Name and Address of the Contractor :

Nature and location of work :

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

Name and address of Principal Employer :

01. Serial Number :

02. Name of workman :

03. Father's / Husband's Name :

04. Designation / Nature of employment :

05. Wage period and wages payable :

06. Date and amount of advance given :

07. Purposes (s) for which advance made :

08. No. of instalments by which advance to be repaid :

09. Date and amount of each instalment repaid :

10. Date on which instalment was repaid :

11. Remarks :

FORM - XXIII

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

Register of Overtime

Name and Address of the Contractor :

Nature and location of work :

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

Name and address of Principal Employer :

01. Serial Number :

02. Name of workman :

03. Father's / Husband's Name :

04. Sex :

05. Designation / Nature of employment :

06. Dates on which overtime worked :

07. Total overtime worked or production in case of piece -rated :

08. Normal rate of wages :

09. Overtime rate of wages :

10. Overtime earning :

11. Date on which Overtime wages paid :

12. Remarks :

PAYMENT CERTIFICATE

FORM "A"

Certified that :

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

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

3. The neccessary payment registers attendance register / Form 12 . Leave register / book under Laboure and industrial Law and other relevant records have been maintained by me and available with me for production as and when required .

4. No payment is due / outstanding to any contract Labourers engaged by me in respectof the aforesaid contract upto the period ending .....

CONTRACTOR

NAME :
DATE :

SUPERVISOR

NAME :
DESIGN :
DATE :

COUNTERSIGNED
OFFICER INCHARGE

NAME :
DESIGN :
DEPT. :

ANNEXUR II

SAFETY RULES

(See Condition 2)

A BHEL SAFETY CODE

A

1. Suitable scaffolds shall be provided for workmen for all work that connot safely be done from the ground, or from solid construction except such short period of work as can be done safely from ladder When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be give an inclination not steeper than ¼to 1(½ horizontal and 1 vertical)

2. Scaffolding or staging more than 3.25 metres above the ground or floor , swing or suspended from an overhead support or erected with stationary support , shall have a guard rail properly attached , bolted braced and otherwise secured atleast 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such openging as may be neccessary for the delivery of materials . Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally , and it height of a platform or gangway or stairway Is more than 3.25 metres above ground level or floor level it shall be closely boarded have adequate width and be suitably fenced,as described in 2 above.

4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 metre.

5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed , no portable single ladder shall be over 9 metres in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including 3 metres in length , For longer ladder this width shall be increased by atleast 6mm for each additional 30cm of length. Uniform step spacing shall not exceed 30cm.

   Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public.The contractor shall provide all necessary fencing and light to protect public from the accident and shall be bound to bear expenses of defence of every suit-action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by such person.

6. **Excavation and Trencing**

All trenches 1.5 metres or more in depth, shall at all time be supplied with atleast one ladder for each 30m length or fraction there of ladder shall be extended from bottom of trench to atleast 1 metre above surface of the ground . Sides of the trench 1.5 metres or more in depth shall be stepped back to give suitable slope or securely held by timber bracing,so as to avoid the danger of sides collapsing . Excavated materials shall not be placed within 1.5 metres of the edge of trench or half the depth of trench, whichever is more. Cutting shall be from top to bottom under no circumstances shall under mining or under - cutting be done.

7. **Demolition :**

Before any demolition work is commenced and also during the progress of work.

a] All roads and open areas adjacent to the work site shall be closed or suitably protected .

b] No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c] All practical steps shall be taken to prevent danger to person employed from the risk of fire or explosion ,or flooding no floor , or roof or other part of building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal saftey equipment as considered adequent by the Engineer-in-charge shall be /available for use of person employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a] Workers employed on mixing asphaltic materials cement and lime mortars concrete shall be provided with protective footware and protective gloves.

b] Those engaged in handling any material which is injurious to the eye shall be provided with protective goggles.

c] Those engaged in welding work shall be provided with welder's protective eye shellds

d] Stone breaker shall be protective goggles and protective clothing and seated at sufficiently safe intervals.

e] When workers are employed in sewers and manholes which are in use , the contractor shall ensure that manhole covers are opened and manholes are ventiled atleast for an hour before the workers are allowed to get into them manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

i] No paint containing lead or lead products shall be except in the form of paste or ready-made paint.

ii] Suitable face masks shall be supplied for use by workers when paint applied in the form of spray or surface having lead paint is dry rubbed and scrapped .

f] The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form . Whenever men above the age of 18 are employed on the work of lead painting ther following precaution shall be taken :

i] No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

ii] Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped

iii] Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during or cessation of work.

9. When work is done near any place where is risk of drowing ,all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt resue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the during the course of the work.

10. Use of hiosting machine and tackles including their attachments,anchorage and support shall conform to the following

a)

i] These shall be of good mechanical construction, sound materials and adequate strengih and free from defects and shall be kept in good working order.

ii] Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adeuate strength and free from defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 yrs shall be incharged of any hoisting machine including any scaffolding winch or give signals to operator.

c) In case of every hoisting machine and or every chain ,ring , hook, shackle swivel and pull block used in hoisting or lowering as means of suspension safe working load shall be ascertained by adequate means.Every hoisting macnine and all gear referred to above shall have the safe working load plainly marked there on In case of a hoisting machine having a variable safe working load,each safe working load at the condition under which it is applicable shall be clearly indicated. No part of any machine or gear referred to above in this paragraph shall be loaded be yond the safe working load except for the purpose of testing.

d) In case of department machine ,safe working load shall be notified by the Engnieer-in-charge. As regards contractor's machine the contractor shall notify safe working load of each machine to the Engineer-in-charge when ever he brings it to site of work and get it verified by the Engineer-in-charge.

11. Motors , gearing , transmission electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accident descent of load . Adequate precaution shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats, working apparel such as gloves,sleeves and boots as may be necessary shall be provided. Workers shall not wear any rings watches ,carry keys or other materials which are good conductors of electricity.

12. All scaffolds , ladders and other safety devices mentioned or described here in shall be maintained in a safe condition and no scaffold , ladder or equipment shall be altered or removed while it is use. Adequate washing facilities shall be provided at or near the places of work.

13. These safety provision shall be brought to the notice of all concerned bydisplay on a notice board at apromient place at the workspot persons responsible for ensuring compliance with the safety code shall be named thereon by the contractor.

14. To ensure effective enforcement of the rules and regulations relating to safety precaution , arrangement made by the contractor shall be open to inspection be the Engineer-in-charge or his represntation and the inpecting officers as defined in the contractor's Labour Regulations.

15. Nothing in the above conditions 1 to 14, the contractor is not exempted from the operation of any other Act or Rule inforce.

B. GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITES DURING EXECUTION

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe-board and handrail for continuous working at heights.
2. Providing safety belt and lifeline at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acids, alkali and chemicals, which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must posses license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of the vehicle must be provided.
14. The speed restrictions with in the factory must be strictly adhered to.
15. The gas cylinders must always be handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not used without regulators.
17. All excavations may be barricaded and red belts/ lamps must be provided .
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, with out obtaining necessary work permit.
20. Providing helmet for high level work.
21. The contractor should maintain a register regarding the driver license particulars.
22. All Personnel Protective Equipments (PPE) conform to standard specification as per the details given in the code of conduct.

(i) Safety helmets confirming to IS-2925: 1984
(ii) Safety Belts confirming to IS-3521: 1983
(iii) Safety Shoes confirming to IS-1989: 1978
(iv) Eye and face protection devices confirming to IS – 8520:1977 & IS – 8940:1978
(v) Hand and body protective devices confirming to: IS – 2573: 1975
IS – 6994: 1973
IS – 8807: 1978
IS – 8519: 1977

Contractor including the subcontractors, agents and labours engaged on work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not entrusted with further work in this organization.

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

C. SAFETY PRECAUTION TO BE OBSERVED WHILE TRANSPORATING MATERIALS

I. Vehicle

1. Vehicle carrying materials should have proper registration documents and must be produced on demand by our Security staff.
2. The light on right side i.e. over the driver's cabin shall be in working condition
3. Both the head light as well as park lamps must be in working condition.

II. Movement of Vehicle

1. The vehicle should not travel at more than 20KMPH in our premises.
2. The driver of the vehicle must possess heavy duty licence and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tanks containers should have grounding chain or the tank container should be coated with insulating materials to avoid static electricity.
4. In road junction , speed breaker and Railway crossing the speed should be lowered and cehicles should proceed cautiously.
5. The driving should be ' keep to the left ' at all places.
6. The vehicles should not parked on the road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
8. The vehicle should pass onlythrough the approved routes. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should aviod making quick starts, jerk stop or quick turns at excessive speed .

III Shipping

1. Strong side supports should be provided on both sides of the tailer. The side supports should be fixed in such a way that it cannot be removed even temporally.

2. Adequate packing must be given for easy slinging operations. The packing materilas should be good enough to withstand the load.

3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.

4. The load on the truck should not be beyond its standard capacity. The carry ing capacity must be clearly marked on the trailers also.

5. The loaded materials should be fastened tightly with "WIRE ROPE ". Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edges of the job and wire rope in order to avoid cut in the wire rope.

6. There must be minimum two fastening and it should be more in case of lengthier loads.

7. The wire rope should be in sound condition i.e there should not be links , knots or bristles etc.

8. The wire rope ends should be clamped with 'U' clamps.

9. The loose pieces should be bundled before loading on the truck.

10. There must be red flags or red lamps for the lengthly loads which extend beyond chassis.

11. The materials should not be stacked too high to avoid hitting against live electric lines.

12. The load should not be overhanging more than 0.9 metres from the end of body.

13. While transporting the scraps, there must be wire net cover to prevent fall ing of scrap.

IV General

1. The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicles should beparked outside the buliding and the driver should ascertain the passage as well as the unloading points, with the help of the shop officals. This will avoid the congestion of blocking of traffic in the gangway.

Tender Document

Tender Specification No: BAP:CF:OT:12/2017-18 Dt: 13/12/2017

Name of Work:

"Horticulture maintenance works in factory for the year 2017-18 and 2018-19"

Period of Contract: **One Year**

Part – II – Price Bid

(Pages 1 – 7 including this cover page – Price bid only)

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

BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT

RANIPET - 632406

PRICE BID

ESTIMATE REF NO : CF/RB/17/25

NAME OF WORK : HORITICULTURE MAINTENANCE WORKS IN FACTORY FOR THE YEAR 2017-18 AND 2018-19

CPWD 2013 REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
DATA	1 #	watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn, free from weeds and fit for mowing including spreading good earth, if needed (the good earth will be issued at free of cost at BHEL stores).	144000.000	SQM	11.33	1631520.00
DATA	2 #	Renovating lawns including weeding, cheeling the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering and maintaining the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for mowing and disposal of rubbish as directed, including supplying good earth if needed but excluding the cost of sludge or manure (sludge / manure will be issued at free of cost at BHEL stores).	600.000	SQM	22.02	13212.00
DATA	3 #	watering and maintenance of the shrubbery for 30 days or more , free from weeds a including spreading good earth, if needed (the good earth will be issued at free of cost at BHEL stores).	6000.000	SQM	11.33	67980.00
DATA	4 #	watering and maintenance of the hedges (0.60 m width) for 30 days or more , free from weeds a including spreading good earth, if needed (the good earth will be issued at free of cost at BHEL stores).	36000.000	SQM	11.33	407880.00
DATA	5 #	watering and maintenance of the trees for 30 days or more , free from weeds a including spreading good earth, if needed (the good earth will be issued at free of cost at BHEL stores).	36000.000	EACH	24.43	879480.00
*2.32	6 #	Clearing grass and removal of the rubbish upto a distance of 50 m outside the periphery of the area cleared.	60000.000	SQM	2.96	177600.00
*2.31	7 #	Clearing of heavy jungle as per standard specifications and	6000.000	SQM	5.79	34740.00

CONTRACTOR/ TENDERER

ACCEPTING OFFICER

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ESTIMATE REF NO : CF/RB/17/25
NAME OF WORK : HORITICULTURE MAINTENANCE WORKS IN FACTORY FOR THE YEAR 2017-18 AND 2018-19

CPWD 2013 REF	SLNO	DESCRIPTION	QTY	UNIT	RATE RS P	AMOUNT RS P
		instructions of Engineer in charge. The rate shall include grubbing the roots thoroughly, stacking the usefull materials at BHEL stores and disposing the unwanted materials to the specified place, burning and other incidental charges, etc., complete.				

Escalation is not applicable for this Item Sl. No.

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	TOTAL ESTIMATED VALUE BEFORE ESCALATION		3212412.00
	**ESCALATION @ %		0.00
	TOTAL ESTIMATED VALUE	(A)	3212412.00
CONTRACTOR TENDER PERCENTAGE @ ABOVE [1] / BELOW [2] / AT PAR [3] _____%		(B)	
(Percentage in words)			
SUB TOTAL [4] if above (A) + (B)		(C)	
[5] if below (A) - (B)		(C)	
[6] if at par (A)		(C)	
[7] *GST @ _____ %		(D)	
GST HEAD : _____			
[8] TOTAL VALUE OF WORK [(C) + (D)]		(E)	

(Rupees in words)

NOTE :

1) Tick whichever is applicable. In case of ommission in Ticking, figures indicated in the amount column will be considered.
2) Boxes 1,2,3 any one box is to be ticked as per quote. Boxes 4,5,6 any one box is to be filled in with appropriate figures. Box 8 value is equal to Box 4 or 5 or 6 plus box 7.
3) Free Issue of Material by BHEL is Rs. **0.00 /-**
**4) Escalation not included for item sl no. marked with # symbol.

CONTRACTOR/ TENDERER

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ESTIMATE REF NO : CF/RB/17/25
NAME OF WORK : HORITICULTURE MAINTENANCE WORKS IN FACTORY FOR THE YEAR 2017-18 AND 2018-19

SPECIAL CONDITION

1 The tenderer shall quote a percentage above or below or at par, the rates shown in the Bill of Quantities based on working data. The percentage quoted shall be clearly written both in words and figures.The contractor should accustom with CPWD DSR & Specifications before quoting.

2 The contractor has to follow all statuory requirements like PF, ESI througthout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code.
WAGES: The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time. The Minimum Wages Act of Tamil Nadu Government shall be followed and the minimum wages have to be paid to the labourers accordingly. In addition a sum of Rs.3200/- for USW & Rs. 3700/- for SSW shall be paid per month per worker.
A sample wage of USW is furnished as below;
Monthly basic pay = Rs.3600; Monthly D.A. = Rs.5417; BHEL Adhoc = Rs.3200; Total = Rs.12217/-
The statutory requirements like PF,ESI etc., will be applicable for the above total wage of Rs.12217/- per month. Bonus amount will be as per bonus act.

3 The increase in minimum wages, if any, either by State Government or by BHEL will have to be borned by the Contractor.
The Contractor's quoted rate shall inclusive of the above wages plus all statuory payments LIKE PF & ESI etc., for the same.

4 The minimum labourers to be engaged for this work is 15 Nos U.S.W througth out the contract period. Item No 01 to 05 work shall be carriedout through this labour (15 Nos). For Item No 06 & 07 additional manpower shall be deployed whenever required.

5 The quoted percentage will apply to the individual items uniformly .

6 "Tool & Tackles.
The required tools & plants will be arranged by the contractor at his own cost. You will have to consider this expenditure while quoting the rate. (i.e. the cost of tools & tackles to be supplied shall be included within the quoted rates)
Supply of tools & tackles
a. Crow bar = 5 Nos / Year
b. Spade = 15 Nos / Year
c. Kalai Vetti = 15 Nos / Year
d. Small Knife = 15 Nos / Year
e. Vettu Arivall = 5 Nos / Year
f. Pick Axe = 5 Nos / Year
g. Garden Scissor = 12 Nos / Year
h. Hack saw = 2 Nos / Year
i. Mortar bond = 5 Nos / Year
j.12/20mm Waterhose 30m = 15 Nos / Year
K.Power Lawn Mover (with cable) = 1 NO / year

7 Items of work other than those mentioned in Bill of Quantities will have to be carried out at the rates to be fixed by this organisation .The same offered percentage will be applicable with reference to CPWD DSR 2013.

8 Safety precautions should be taken while doing the work. You will have to follow all safety requirements to carry out the work inside the factory premises.

9 CONTRACT CONDITIONS ON TAXES & DUTIES:

10 a. The Tenderer shall have been Registered under GST regulations if applicable and provide a copy of such registration to BHEL as part of the tender document. In case of fresh registration/amendment thereon, the same shall be carried out before start of the work. PAN no shall be submitted as part the tender document. (copy to be enclosed)

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11	b. GST shall be paid by the service provider namely the Tenderer.
12	c. Required Tax Invoice as per the existing provisions to be issued in required parts duly signed by the Competent / Authorized Official of the Contractor to BHEL.
13	d. If due to deficiency in the document submitted, BHEL could not avail GST Credit, the credit amount will be recovered from the amount due to the Tenderer.
14	e. If payment of statutory dues are not made in accordance with the applicable provisions of the relevant Act within the time specified and Penalty, Interest etc paid/payable by the Contractor, the same shall not be reimbursed by BHEL and the entire implication is only to be born by the Contractor. The Tenderer shall clearly indicate the rate of applicable taxes and duties for the work to be executed.
15	f. The Tenderer shall indicate all exemptions on account of thrushold limits or special notification under any stature. Any modification theron shall also be intimated immediately on changes.
16	g. The quote submitted shall include all taxes and duties of whatsoever in nature but exclusive of GST which shall be quoted separately if applicable. The existing rate shall be quoted clearly. After tender opening addition of any tax & duty is not admissible.
17	h. f any composition scheme is to be availed by the Tenderer, the all relevant terms and conditions shall be indicated clearly in the offer. The required compliance under relevant statue shall be carried out.
18	i. Any statutory variation will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only.
19	J1. Whether Servicable Turnover has crossed the GST Threshold Limit as per GST Rules for the tenderer. YES NO Remarks
20	J2.Registered with GST authorities YES NO
21	J3.If yes copy of GST Regn. Is enclosed YES NO
22	J4.GST Registration No.
23	J5.Under which Service Head(s):
24	J6.GST @ % is applicable as extra for this tender.
25	J9.The Toal Value of Work (A+B+C) quoted is in the Tender is Inclusive of GST . (Must be quoted both in figures and words)
26	J10.Tenderer has their own PF registration YES NO
27	J11.Tenderer has their own ESI registration YES NO
28	J12.PAN No. of the Tenderer
29	Power and water for all Horiculture works will provided by BHEL from the nearest tapping point at the free of cost.
30	Once the work is completed the contractor should remove all the unwanted materials from the site time to time and it should be dispossed off as per the instructions of Engineer-in-charge without any further delay.
31	All works shall be carried out as per standard specifications and instructions of Engineer-in-charge.
32	All materials, colour, shade,brand, etc. shall be got approved from the Engineer-in-charge before the start of the work and shall confirm to the latest IS / IRC specifications.
33	The contractor have to follow all statutory requirements like minimum wages , PF ,ESI etc.,through out the contract period.
34	The General conditions of contract in force shall apply to this contract except clause 40 (Insurance clause).
35	The contractor is required to engage a Supervisor through out the contract period.
36	"Tenderers are requested to visit the site and verify themselves about the actual site conditions to know about the site facilities, distances and assess the site condition before quoting for the job. No compensation for not acquainting themselves with the actual site conditions will be entertained at the later stage."
37	"Supply of labour safety protection material. The required labour safety protection material will be arranged by the contractor at his own cost. You will have to

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consider this expenditure while quoting the rate. (i.e. the cost of the following items to be supplied within the quoted rates)
a. Rain shoe = 1 Pair / Head / Year
b. Carbolic soap = 12 Nos / Head / Year
c. Muruku Towel = 2 Nos / Head / Year
d. Panama Cap = 2 Nos / Head / Year
e. Umbrella = 1 No / Head / Year
f. Chappal = 1 Pair / Head / Year
g. Rubber Hand Gloves =2 Pair / Head / Year
h.Nose Mask (Cloth) = Whenever required (as per instruction of engineer in charge)

38 **The quoted rate shall be firm through out the contract period and extended period also and no cost escalation will be paid on any account.**

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

CONTRACTOR/ TENDERER

ACCEPTING OFFICER