

WORKS CONTRACT MANUAL-2021



A NAVRATNA COMPANY

Empowering the Nation's Defence Forces



WORKS CONTRACT MANUAL - 2021

BHARAT ELECTRONICS LIMITED

(A Govt. of India Enterprise, Ministry of Defence)

REGISTERED OFFICE:

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FOREWORD



The Works Contract Manual of the Company was first published in the year 2000, later revised in the year 2010 and 2016.

The Works Contract Manual needs to be in tune with the present business requirements of the Company, the Statutory Regulations and Government Guidelines issued from time to time including Central Vigilance Commission etc., which needs to be incorporated into our internal systems, procedures and manuals as a mandatory requirement for compliance.

The Works Contract Manual has been revised keeping in view the cycle time reduction in the tendering process, realistic estimate, vendor participation, introduction of new chapters like reverse auction and dispute resolution etc. The existing Works contract manual has thus been given a facelift by incorporating provisions to address these requirements so as to cater to the ever changing business environment.

A Committee headed by GM (ES) / BC, with representation from other Units have formulated the overall frame work for the uniform implementation and standardisation of procedure across the Company.

It is to place on record the efforts put forth by one and all in bringing out this manual, which would definitely benefit the Company in following the right procedure and take correct decisions for executing the work.



(M V Gowtama)
Chairman & Managing Director

Place: Bengaluru
Date: 25th January 2021



BHARAT ELECTRONICS LIMITED
(A Govt. of India Enterprise, Ministry of Defence)
Registered Office: Outer Ring Road, Nagavara, Bengaluru - 560045, INDIA.

Office Order No. HO/886/006
Sub: Works Contract Manual.

25th January 2021

Ref: Office Order No. HO/886/005 dated 28.06.2016.

- 1.0 The procedures to be followed for Works Contracts were notified vide Office Order No. HO/886/005 dated 28.06.2016 and subsequent amendments.
- 2.0 The Works Contract Manual needs to be in tune with the present business requirements of the Company, the Statutory Regulations and Government Guidelines issued from time to time including Central Vigilance Commission etc., which needs to be incorporated into our internal systems, procedures and manuals as a mandatory requirement for compliance.
- 3.0 Hence, the Works Contract Manual has been revised keeping in view the cycle time reduction in the tendering process, realistic estimate, vendor participation, introduction of new chapters like reverse auction and dispute resolution etc. The existing Works contract manual has thus been given a facelift by incorporating provisions to address these requirements so as to cater to the ever changing business environment.
- 4.0 The revised procedure titled "Works Contract Manual 2021" is laid down for adoption by Units / SBUs / Offices and is enclosed along with this Office Order. This Works Contract Manual 2021 was approved in MCM.
- 5.0 This Office Order comes into force with immediate effect and supersedes earlier Office Order No. HO/886/005 dated 28.06.2016 / instructions issued on the subject matter.
- 6.0 This Works Contract Manual may be reviewed and updated once in Three (3) Years.



CHAIRMAN & MANAGING DIRECTOR

EDs / GMs
UNIT HR / FINANCE HEADS
RO / MC HEADS
Company Secretary

D(HR) D(R&D) D(BC) D(OU) D(MKTG) D(F) CVO

WORKS CONTRACT MANUAL

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GLOSSARY

Sl. No.	Abbreviation	Expansion
1	AH	: Abnormally High
2	AL	: Abnormally Low
3	AMC	: Annual Maintenance Contract
4	BEL	: Bharat Electronics Limited
5	BG	: Bank Guarantee
6	BG-CX	: Bengaluru Complex
7	BPE	: Bureau of Public Enterprises
8	CMD	: Chairman & Managing Director
9	CNP	: Construction New Projects, ES, BG-CX.
10	CPCB	: Central Pollution Control Board
11	CPWD	: Central Public Works Department
12	CSO	: Chief Security Officer
13	CTE	: Chief Technical Examiner
14	CVC	: Central Vigilance Commission
15	CO	: Corporate Office
16	DD	: Demand Draft
17	DSR	: Delhi Schedule of Rates
18	EIC	: Engineer-in-Charge
19	EMD	: Earnest Money Deposit
20	ESI	: Employees State Insurance
21	ESIC	: Employees State Insurance Corporation
22	GCC	: General Conditions of Contract
23	GIC	: General Insurance Company
24	GM	: General Manager
25	IS	: Indian Standard
26	L1	: Lowest Tenderer
27	LD	: Liquidated Damages
28	LIC	: Life Insurance Corporation

Sl. No.	Abbreviation	Expansion
29	LT	: Limited Tender
30	MOEF	: Ministry of Environment and Forests
31	MOD	: Ministry of Defence
32	NBO	: National Building Organisation
33	NIC	: National Informatic Centre
34	NIT	: Notice Inviting Tenders
35	PAN	: Permanent Account Number
36	PDF	: Portable Document Format
37	PF	: Provident Fund
38	PNC	: Price Negotiation Committee
39	PQ	: Prequalification
40	PR	: Provisional Rates
41	PSU	: Public Sector Unit
42	RA	: Running Account
43	SBU	: Strategic Business Unit
44	SCC	: Special Conditions of Contract
45	SD	: Security Deposit
46	SDOP	: Sub Delegation of Powers
47	SOQR	: Schedule of Quantities and Rates
48	SPCB	: State Pollution Control Board
49	SR	: Schedule of Rates
50	TC	: Term Contract
51	TDS	: Tax Deduction at Source
52	UH	: Unit Head
53	VAT	: Value Added Tax
54	IPBG	: Integrity Pact Bank Guarantee
55	MSME	: Micro, Small & Medium Enterprises
56	CSR	: Corporate Social Responsibility
57	CQS	: Cost and Quality Services

CHAPTER 1

INTRODUCTION

1.1 Introduction:

- 1.1.1 This manual intends to cover the scope, methodology and the procedure to be followed while tendering, awarding and execution of works through outside agencies. The provisions contained in this manual are to be read with the Sub Delegation of Powers, General Conditions of Contract for Civil, Electrical, Mechanical, composite works etc., in force and Office Orders / Circulars issued by the Company on the subject from time to time. The various office orders / circulars issued by Company on the subject from time to time shall be followed.
- 1.1.2 All values indicated in this manual are as on the date of issue of the manual and require to be reviewed and revised, if necessary, from time to time, with the approval of the approving Authority.
- 1.1.3 Even though there are various categories of “Works” as classified in chapter (2), majority of the works awarded (value wise and number wise) are relating to construction and maintenance activities and hence, aspects of these works are covered in detail in this manual. However for other types of works the procedure to be followed for approval, award and execution, as indicated in the manual, are equally applicable and shall be followed to the possible extent as applicable, unless specific deviation is obtained from the authority one level higher than the competent authority as per SDOP on justified reasons.
- 1.1.4 The term **Approving authority** wherever mentioned in the Works Contract Manual refers to the authority who approves the Works Contract Manual.
- 1.1.5 The term **Competent authority** wherever mentioned in the Works Contract Manual refers to the authority who delegated with power as per the SDOP.
- 1.1.6 In general, the term **Lowest Tenderer (L1)** wherever mentioned in the Works Contract Manual refers to the lowest tenderer considering the tender as a whole. However, in case of any change, the same shall be brought out in tender while floating the same.
- 1.1.7 The responsibility for enforcing contractual terms and conditions / obligations / compliance of statutory requirements during tendering process and before conclusion of agreement shall be Head Contracts and after conclusion of agreement the authority of enforcement shall be Engineer-in- charge of the work.

1.2 Functions:

- 1.2.1 The activities to be carried out by Divisions / Departments in executing any work are as follows:

1.2.1.1 User / Indenter:

- 1.2.1.1.1 Finalisation of requirement.
- 1.2.1.1.2 Obtaining budgetary estimates from CNP / Services wherever applicable.
- 1.2.1.1.3 Obtaining budget sanction.
- 1.2.1.1.4 Obtaining administrative approval.
- 1.2.1.1.5 Participation in finalisation of contract, if necessary
- 1.2.1.1.6 Assisting in execution of work as and when required.

1.2.1.2 Services:

- 1.2.1.2.1 Preparation of designs, plans, estimates, schedules and tender documents.
- 1.2.1.2.2 Constitution of Tender Committee / PNC Committee
- 1.2.1.2.3 Tendering and award of work.
- 1.2.1.2.4 Execution of work according to schedule.
- 1.2.1.2.5 Obtaining Finance concurrence in the activities enumerated, as applicable
- 1.2.1.2.6 The preparation of designs, plans, estimates and the tender documents for all works involving structural safety and elaborate design in the field of architectural / air conditioning / electrical /communication etc., either of new works / modification works costing Rs.50 Lakhs and above will be done by the Construction New Projects or Cost and Quality Services Department. However, in exceptional cases depending upon the intricacy, works costing less than Rs.50 Lakhs may also be referred to CNP / CQS on need basis. Any modification in design /plan / estimate / tender document prepared by CNP / CQS, if required, should be referred to CNP / CQS for concurrence during tendering process. If in any Unit technically qualified and competent engineers are available, CNP while preparing the drawings and CQS while preparing documents may associate such engineers so that the Unit can independently handle the execution of the project on tendering. For works like Annual Maintenance Contract, service works, repairs, maintenance, additions, alterations etc., individual Units / SBUs / Departments shall carryout the same with approval of the competent authority as per the Sub-delegation of powers (herein after called SDOP).
- 1.2.1.2.7 The tendering and awarding of work will be taken up by the individual SBU / Unit / Department either through the centralized Contracts Department or by the Departments themselves depending on the requirements.
- 1.2.1.2.8 The execution of all-capital works and other works will be done by the Services Division of the respective Unit / SBU. However, minor works costing less than Rs.10 Lakhs like repairs, maintenance, additions, alternations etc., shall be taken up by the Plant and Services Department of respective SBU / Unit. Wherever Plant and Services Department are not available, the Services Division will take up the works.
- 1.2.1.2.9 Ideally the tendering and award of work should be independent of execution.

1.2.1.3 Finance:

- 1.2.1.3.1 Participation in opening of tenders.
- 1.2.1.3.2 Vetting, evaluation of tenders and comparative statement.
- 1.2.1.3.3 Participation in Commercial discussions and price negotiations.
- 1.2.1.3.4 Scrutiny of contracts, amendments and deviation orders thereto, rates for extra / substituted items.
- 1.2.1.3.5 Financial advice / concurrence to the proposals for works, award of works and contracts.
- 1.2.1.3.6 Scrutiny of proposal for levy / waiver of liquidated damages.
- 1.2.1.3.7 Arithmetical checking of measurement sheets, checking and payment of contractor's and supplier's bills and Maintenance of Contractor's ledger.



- 1.2.1.3.8 Checking and payment of bills.
- 1.2.1.3.9 Maintenance of ledgers for security deposit, earnest money deposit, advances, sundry creditors etc.
- 1.2.1.3.10 Accounting of payments and stores transactions relating to the works.
- 1.2.1.3.11 Capitalisation of completed works, provisions for depreciation, submission of periodical reports and preparation of all schedules relating to annual accounts.
- 1.2.1.3.12 Endorsement of PF remittance of contract workmen and contractors to statutory authorities.
- 1.2.1.3.13 Checking the estimate, checking the finance related documents viz., Solvency Certificate, Profit and Loss Statement, Balance Sheet, TDS etc., of prequalification process, checking the commercial conditions stipulated in the contract, taxation related matters, verification of BG, bills etc., and issue of all finance related requirements if any, to be stipulated / complied in tender from time to time.
- 1.2.1.3.14 Ensuring the validity of all types of bank guarantees from time to time till the completion of work in co-ordination with execution team

1.2.1.4 Human Resource / Legal / Welfare Department:

- 1.2.1.4.1 Obtaining factory inspectors approval.
- 1.2.1.4.2 Endorsement of ESI remittance of contract workmen and contractors to statutory authorities.
- 1.2.1.4.3 Endorsement of payment to contract workmen.
- 1.2.1.4.4 Providing support with respect to legal, welfare, safety, labour related statutory aspects of contract works in consultation with SBU's / Engineering Services.
- 1.2.1.4.5 Issuing all Legal / labour / Welfare related mandatory requirements to be stipulated / complied in the tender from time to time in consultation with SBU's / Engineering Services.
- 1.2.1.4.6 Verification of BG, IPBG and Agreement in case any variations with respect to standard format in consultation with SBU's / Engineering Services.
- 1.2.1.4.7 Issuing all mandatory safety related aspects to be complied / stipulated in contract works in consultation with SBU's / Engineering Services.



CHAPTER 2

CLASSIFICATION OF WORKS

- 2.1 The term “WORKS” implies activities pertaining to “fixed assets” (both revenue and capital in nature) like creation / addition / alteration / maintenance / dismantling / demolition etc., and includes various “services” required for the operations of the Company.
- 2.2 Works may be broadly classified as:
- 2.2.1 Original / New Works,
- 2.2.2 Repair Works, including dismantling / demolition, additions and alterations.
- 2.2.3 Routine maintenance Works.
- 2.2.4 Service Works like installations, transportation, catering etc.
- 2.2.5 Consultancy
- 2.2.6 Outsourcing of activity like design, project management etc.
- 2.3 Original Works:**
- 2.3.1 Original works comprise of all works whether of entirely new or of additions and alterations to the existing buildings / structures / plant and equipment.
- 2.4 Repair Works:**
- 2.4.1 “Repairs” include primarily operations undertaken to maintain proper condition of buildings, plant and equipment.
- 2.5 Routine Maintenance Works:**
- 2.5.1 These consist of the following:
- 2.5.1.1 Water supply and Sanitation services.
- 2.5.1.2 Horticultural services.
- 2.5.1.3 Housekeeping.
- 2.5.1.4 Maintenance of buildings.
- 2.5.1.5 Any other routine maintenance works.
- 2.6 Service Works:**
- 2.6.1 These consist of the following:
- 2.6.1.1 Repair and Maintenance of Equipments executed for production.



- 2.6.1.2 Operation and maintenance of services related to plants like air conditioning, air cooling, compressed air and allied services.
- 2.6.1.3 Operation and maintenance of services related to industrial and domestic effluent, water etc.
- 2.6.1.4 Operation and maintenance of services related to fire hydrant system, fire alarm system, public address system and allied works.
- 2.6.1.5 Operation and maintenance of services related to integrated building management system.
- 2.6.1.6 Supply and installation of modular workstation works.
- 2.6.1.7 Electrical and Telecommunication equipments.
- 2.6.1.8 Engagement of consultants for turnkey projects.
- 2.6.1.9 Canteen catering services (Note: If it is only purchase of food items, same shall be processed through purchase procedure).
- 2.6.1.10 Engagement of contract labour including running of crèche, manning of vehicle parking, packing of goods, security services, operation and maintenance of photocopier machines etc.
- 2.6.1.11 Maintenance of vehicle in BEL premises.
- 2.6.1.12 Hiring of vehicles.

2.7 Job / Item Rate Contract and Labour Contract:

- 2.7.1 **Job / Item Rate Contract:** The works which can be measurable with specified scope and quantity.
- 2.7.2 **Labour Contract:** The works which involves round the clock operation, monitoring and immediate services.
- 2.7.3 The category of Job / Item rate and labour contract for routine maintenance and service works is classified as under:

Job / Item Rate Contract	Labour Contract
<ul style="list-style-type: none"> • Activities pertaining to fixed assets (building, electrical works & work of similar nature) like creation / addition / alteration / maintenance / dismantling / demolition etc., and includes various “one time services” required for the operations of the Company. • Operation and Maintenance of services related to air conditioning (Split/DX. plants), air cooling and allied services. • Operation and Monitoring / Maintenance of services related to industrial and domestic effluent, water, etc. • Scheduled / Breakdown Maintenance of Machineries and Equipments. 	<ul style="list-style-type: none"> • Operation and Routine daily Monitoring & Maintenance of Centralised Electrical Substations, inside Factory and Estate. • Operation and Routine daily Monitoring & Maintenance of Centralised water supply system inside Factory and Estate. • Operation and Routine daily Monitoring of Centralised Water based chiller plant, Centralised Compressor Plant and Gas plant. • Round the Clock operation of Environment Test Chambers and Data Centre.

Job / Item Rate Contract	Labour Contract
<ul style="list-style-type: none"> • AMC of Fire Hydrant System, Fire Alarm System, Public Address System and allied works. • Supply and Installation of Modular Work Station Works. • Water supply and Sanitation services. • Horticulture services inside Factory and Estate. • Housekeeping inside Factory and Estate. • Network, Communication and computer peripherals services. • Maintenance of roads. • Engagement of consultants for Turnkey Projects. • Canteen catering services (Note: if it is only purchase of food items, same shall be processed through Purchase Procedure) • Packing of goods • Maintenance and monitoring of Photocopier machines etc. • Maintenance of Vehicle in BEL premises. • Hiring of Vehicles • In-house Assembly and Fabrication • Stores Activities 	<ul style="list-style-type: none"> • Round the Clock Security Services. • Hospital Services. • Canteen Operations and Services. • Rodent Menace. • Office Clerical Works. • Drivers for Company Owned Vehicles. • Centralised miscellaneous activities which requires on routine basis, not quantifiable and measurable w.r.t the quantum of work.

2.7.4 Guide Lines:

- 2.7.4.1 For Job contract, the process owner has to provide detailed scope of works.
- 2.7.4.2 The RO's / CO / RPSC's / Guest House services has to combine all the activities such as daily Operation, Monitoring and servicing of Electrical Substations, Operation and Monitoring of AC plants, Horticulture, House Keeping and Canteen services to establish with combination of Job and labour Contract with Minimum labour.
- 2.7.4.3 Due to vast area, the operation and monitoring of Central Chiller water based AC plant at BG-CX and GAD units shall be executed under Labour Contract, other units shall execute the same with Job Contract.



CHAPTER 3

APPROVALS AND SANCTIONS

- 3.1 After the requisition for work is received from the SBU / Unit / Division / User Department, a preliminary estimate is prepared by CNP / CQS / concerned Service Department to give an idea of the approximate cost involved based on preliminary drawings, inputs and broad costing. It is sent to the requisitioning authority for Budget provision and approval.
- 3.1.1 For pre-qualification of agencies for the work, the following are the basic requisites which are to be fulfilled:
- 3.1.1.1 In principle approval / Administrative approval with financial sanction.
- 3.1.2 For tendering (excluding award of work) of the works, the following are the basic requisites which are to be fulfilled:
- 3.1.2.1 In principle approval / Administrative approval with financial sanction. For AMC works, financial sanction will be obtained for one year.
- 3.1.2.2 Technical Sanction, as applicable.
- 3.1.3 For award of work the following are the basic requisites which are to be fulfilled, before it is taken on hand or any liability is incurred in connection with it.
- 3.1.3.1 Administrative approval and financial sanction.
- 3.1.3.2 Technical Sanction, as applicable.
- 3.2 **Administrative Approval:**
- 3.2.1 This term denotes approval by the competent authority for taking up the work and for incurring expenditure thereon. Competent authorities for the purpose are as per SDOP.
- 3.2.2 Administrative approval of the competent authority will be obtained on the basis of preliminary / abstract estimates.
- 3.3 **Technical Sanction:**
- 3.3.1 This term denotes approval obtained from the competent authority for the scheme and detailed estimates of works proposed to be carried out. Powers of Engineering officers for according technical sanctions shall be as per SDOP. Technical sanction is to be accorded as per format prescribed in Appendix-1.
- 3.3.2 Expenditure on works, capital or revenue, shall be incurred with financial concurrence.
- 3.4 After the financial sanction is accorded, Internal Order No / WBS Element No has to be issued for each work.
- 3.5 Where works can be carried out through contractors with whom rate contracts exist, Administrative approval and approval for the award of work at the agreed rates may be obtained together. (E.g.: Term Contract Works).
- 3.6 Wherever the re-tender is resorted to, the revised technical sanction will be obtained only if there is any change in the scheme, scope and estimated value of work put to tender.



CHAPTER 4 DEPOSIT WORKS

- 4.1 The term "Deposit Work" is applied to works, the cost of which is not met out of Company (BEL) grants / funds, but being financed from outside Departments / agencies. These Departments / agencies will either deposit the entire amount required for the work or commit the payment to the Company. In all such cases the work should be executed in accordance with the procedure laid down in the works manual.
- 4.2 For works up to Rs.10 Lakhs, Unit / SBU Heads can take up the works with finance concurrence under intimation to the Functional Director. For works more than Rs.10 Lakhs approval of Functional Director with finance concurrence shall be obtained.
- 4.3 Departmental charges for such deposit works shall be levied at the rate not lower than the approved rate, which shall include all charges relating to establishment including tools and plant.
- 4.4 The contribution from outside Departments / agencies shall be realised before any liability is incurred on account of the work. However, in cases, where it is satisfied that the money will be forthcoming, contribution can be received at a later date with finance concurrence and approval by the Functional Director.
- 4.5 The Departments / Agencies for whom the deposit work is agreed by the Company will also undertake in writing (before the work is taken up) to reimburse additional expenditure, if any, incurred by the Company over and above the estimate. Depositing agency should also be made aware of the fact that no advance of the Company's money for this purpose will be permitted. Prior to the work being taken up, a written concurrence for the scheme, design and estimate must be obtained from the authorities for whom the deposit work is under taken.



CHAPTER 5 ESTIMATES

5.1 Preliminary Estimate:

5.1.1 Preliminary Estimates (PE) are required to be prepared on the basis of latest Guidelines of CPWD, updated suitably (if applicable) or based on the Market Rate to give an idea on the probable expenditure involved in the proposal.

5.1.2 Prerequisites for preparation of Preliminary Estimates:

5.1.2.1 Receive the request from the Head of the user department for preparation of the Preliminary Estimate for the project proposal either through e-mail/letter/SAP.

5.1.2.2 Based on the request for the project proposal, CNP Department shall release preliminary drawings to enable CQS Department to prepare the Preliminary Estimate.

5.1.2.3 Receive preliminary drawings from CNP Department with details of the project proposal (Civil, Electrical, Mechanical, Networking and Furniture disciplines)

5.1.2.4 Collection of site specific details (information) from nearby units/sites for consideration in the Estimates by CQS Department.

5.1.3 Preparation of Preliminary Estimate based on PAR (Plinth Area Rates) and Market Rates:

5.1.3.1 For New Buildings, the Preliminary Estimates are prepared based on the Plinth Area Rates w.r.t the preliminary Drawings issued by CNP Department. The preliminary estimate is prepared based on the Latest PAR released by CPWD. Provision for items, for which plinth area rates are not available, shall be worked out based on Market rates and included in the Estimate.

5.1.3.2 The steps considered for Preliminary Estimates preparation is as under.

Sl. No.	Description	Unit	Qty	PAR/MR Rate (Rs)	Amount (Rs)
A	PAR Items (Civil, Elec, Networking, Horticulture etc.)				
i)	XXXX (Items from latest PAR)				W
ii)	PAR items are inclusive of 12% GST. To bring the base rates for PAR, 12% GST to be removed from PAR of each item (Rate=PAR Rate/1.12)			W/1.12	X
iii)	Latest Cost Index of the location vide circular released by CPWD to be considered				Y
				Total of Part A	X+Y
B	Market Rate Items				
i)	XXX (Rate analysis to be attached)				
				Total of Part B	

Sl. No.	Description	Unit	Qty	PAR/MR Rate (Rs)	Amount (Rs)
C	Miscellaneous Items as per Note (With due Management approval for Customer Projects only)				
D	Basic Cost without GST			Total (A+B+C)	
E				Add GST as applicable	
F				Grand Total (D+E)	

5.1.3.3 As per CPWD, Market Rate model calculation sheet is as under:

Sl. No.	Particulars	Amount (Rs)
1	Bare Rate (without GST) of Material + Transportation including loading and unloading + labour (rates published by Ministry of Labour Govt. of India) + sundries + POL and T&P (if applicable) etc.	(a)
2	Add 1% Water charges on 1, if applicable	1% on (a)
3	Sum after adding 1% Water charges	(b)
4	Add 15% CP and OH	15% on (b)
5	Gross Total	(c)

5.1.4 Preparation of Preliminary Estimate based on DSR and Market Rates:

5.1.4.1 For works which cannot be worked out on plinth area basis like Modernisation works, the quantities will be worked out based on the preliminary Drawings and the Preliminary Estimate is prepared based on the Latest DSR released by CPWD and Market Rates.

Sl. No.	Description	Unit	Qty	DSR/MR Rate (Rs)	Amount (Rs)
A	DSR Items (Civil, Elec, Networking, Horticulture etc.)				
i)	XXXX (Items from latest DSR)				X
ii)	DSR items are inclusive of 12% GST. DSR Rates Analysis (DAR) is also done including GST component. Hence to bring the base rates for DSR,				
a)	Civil & Horticulture items- Total Amount up to 1% Water charges and 15% CP& OH only to be added for each item of DAR.			Add total Amount up to 1% Water Charges on X	Y
				Add 15% CP & OH on the above amount Y	Z
b)	Mechanical & Electrical items- Total Amount before GST and 15% CP & OH only to be added for each item of DAR.			Add 15% CP & OH on the above amount X	V
iii)	Latest Cost Index of the location vide circular released by CPWD to be considered				W

Sl. No.	Description	Unit	Qty	DSR/MR Rate (Rs)	Amount (Rs)
				Total of Part A (Z+V+W)	
B	Market Rate Items				
i)	XXX (Rate analysis to be attached)				
				Total of Part B	
C	Miscellaneous Items as per Note (With due Management approval for Customer Projects only)				
D	Basic Cost without GST			Total (A+B+C)	
E				Add GST as applicable	
F				Grand Total (D+E)	

5.1.4.2 Note:

5.1.4.2.1 In addition, the following parameter based on percentages may be considered for Customer Works or Quotes to be submitted to the Customers.

- i) Difficult Area - 3 to 5%
- ii) Restricted Area - 3 to 5%
- iii) Design Charges - 3% as per CPWD or Actual Man hours whichever is less
- iv) Supervision Charges - 5% as per CPWD or Actual Man hours whichever is less
- v) Additional Transportation Required - 1 to 3%
- vi) PF & ESI - As per CPWD
- vii) Any other Statutory Requirements

5.1.4.2.2 The Estimate prepared by CQS Department shall be Basic Cost exclusive of parameters as above and GST components. However, the percentage for the parameters as above may be considered in the estimation with the Approval of Functional Director or Director (Marketing) by the respective SBU Users.

5.1.4.2.3 GST at applicable rates to be considered with the concurrence of Finance by the respective SBU Users.

5.1.4.2.4 While tendering, care shall be taken to separate out high cost Standalone items like Transformers, EOT Cranes, DG Sets, Lifts, AC's, Furniture's etc., which are to be individually bought out items. However, if it is beneficial for the Project, Composite tendering may be resorted with due approval of the Functional Director.

5.2 Detailed Estimate:

5.2.1 Preparation of Detailed Estimate:

5.2.1.1 On receipt of administrative approval for a proposal (based on preliminary estimate) detailed estimates are prepared based on technical designs and specifications. Specifications incorporated in the detailed estimates should be precise and comprehensive and should be carefully drawn. Authority according technical sanction should satisfy that the technical aspects of the proposal and estimates are based on adequate data.



- 5.2.1.2 In case of major projects, data for preparing estimates should be collected from the local authorities/Unit. Soil investigations and tests to determine the safe bearing capacity of the soil shall be conducted, wherever required.
- 5.2.1.3 The estimate will be based on specifications and detailed working of quantities and rates with an abstract showing the total estimated cost of each item, for major projects. The estimates are to be prepared based on the latest standard schedule of rates of CPWD. In respect of work of a special nature the estimates so prepared are to be adjusted for extraneous factors and adequately justified.
- 5.2.1.4 Detailed estimate should have approval of the competent authority before the work is tendered or undertaken for execution. The proforma for items and quantities and abstract cost will be as per Appendix-2 and Appendix-3 respectively. Care shall be taken to ensure that the estimates are realistic and cover all the items of works. In case any item is not available in any of the schedules referred to above, the item has to be analysed as a new item and adopted on the basis of already accepted rates or on the basis of market rate analysis.
- 5.2.1.5 For horticultural works, estimates shall be made, based on latest DSR/market rates and also considering subsequent maintenance cost involved.
- 5.2.1.6 In case of emergency works necessitated to be undertaken due to fire, power failure, breakdown of services, customer requirements, floods etc., work may be commenced without a detailed estimate proforma technical/administrative sanction. In all such cases, an immediate report shall be given to the competent authority accompanied by a preliminary estimate. This shall be followed by a detailed estimate/actual expenditure within one month from the date of completion of such works.
- 5.2.1.7 A work may be divided into groups for execution by different agencies or at different times but the total of expenditure shall be within the sanction.
- 5.2.1.8 Detailed estimates form the basis for the control of cost of work and as such the Department preparing the estimate for technical sanction shall ensure that:
- 5.2.1.9 The work is administratively approved by the competent authority.
- 5.2.1.10 The required particulars have been furnished.
- 5.2.1.11 The relevant rates as per the CPWD schedule of rates suitably updated to bring it on par with the market rates /market rates as applicable have been adopted.
- 5.2.1.12 The allocation indicated is correct.
- 5.2.1.13 The authority competent to accord technical sanctioned is correctly indicated.
- 5.2.1.14 The quantities, rates and amounts are correctly worked out.
- 5.2.1.15 Appropriate Specifications, terms and conditions are considered and included.
- 5.2.1.16 Sanction of competent authority is to be obtained for deviations from the sanctioned estimates as per SDOP.
- 5.2.1.17 The below table indicates the pattern in which the Detailed Estimate should be worked out.



Sl. No.	Description	Unit	Qty	DSR/MR Rate (Rs)	Amount (Rs)
A	DSR Items (Civil, Elec, Networking, Horticulture etc.)				
i)	XXXX (Items from latest DSR)				X
ii)	DSR items are inclusive of 12% GST. DSR Rates Analysis (DAR) is also done including GST component. Hence to bring the base rates for DSR.				
	a) Civil & Horticulture items- Total Amount up to 1% Water charges and 15% CP& OH only to be added for each item of DAR.			Add total Amount up to 1% Water Charges on X	Y
				Add 15% CP & OH on the above amount Y	Z
	b) Mechanical & Electrical items - Total Amount before GST and 15% CP & OH only to be added for each item of DAR.			Add 15% CP & OH on the above amount X	V
iii)	Latest Cost Index of the location vide circular released by CPWD to be considered				W
				Total of Part A (Z+V+W)	
B	Market Rate Items				
i)	XXX (Rate analysis to be attached)				
				Total of Part B	
C	Miscellaneous Items as per Note (With due Management approval for Customer Projects only)				
D	Basic Cost without GST			Total (A+B+C)	
E				Add GST as applicable	
F				Grand Total (D+E)	

As per CPWD, Market Rate model calculation sheet is as under:

Sl. No.	Particulars	Amount (Rs)
1	Bare Rate (without GST) of Material + Transportation including loading and unloading + labour (rates published by Ministry of Labour Govt. of India) + sundries + POL and T&P (if applicable) etc.	(a)
2	Add 1% Water charges on (a), if applicable	1% on (a)
3	Sum after adding 1% Water charges	(b)
4	Add 15% CP and OH	15% on (b)
5	Gross Total	(c)

CHAPTER 6

PREREQUISITES FOR EXECUTION OF WORK

- 6.1 Submission of Plans to Local / Statutory bodies as applicable.
- 6.1.1 On receipt of administrative approval from the competent authority, where the scheme includes multiple disciplines like civil, electrical, air-conditioning, sanitary installation, horticulture work, lift etc., the concerned executing Department / Section in respect of these disciplines is immediately informed by the Contracting Department along with copies of the relevant portions of estimates, plans etc. to initiate further action. A project manager may be nominated by the executing authority in such cases to co-ordinate with the various Departments until the work is completed.
- 6.1.2 After approval from the competent authority and on receipt of the detailed drawings for the works, the Contracts Department shall furnish the drawings to HR / concerned Department for obtaining approval from the Inspector of Factories, where required. In the meanwhile Contracts Department shall go through the tendering process for award of works. It is to be ensured that approval from the Inspector of Factories, where applicable, is obtained before the commencement of the work.
- 6.1.3 Executing Department shall ensure that necessary approvals are taken from local bodies, statutory bodies like Pollution Control Board, Electrical Inspectorate, fire authorities etc., as applicable.
- 6.1.4 In all cases where the Company has to depend on the Local / Municipal authorities for the provision of external services viz., road, drains, water supply, sewerage, disposal, electrical connections, etc. action should be initiated simultaneously by the executing Department for timely availability of these services.
- 6.2 **Scope of Sanction:**
- 6.2.1 Deviations from original administrative proposal, if necessitated, may be made with the approval of the authority which accorded the administrative approval, even when the cost is within the sanctioned expenditure.
- 6.2.2 No religious buildings or monuments should be destroyed or injured in the execution of works without the full and free consent of the persons / institutions interested in it, or without the concurrence of the appropriate Govt. / Local authority within whose jurisdiction such buildings or monuments stands.



CHAPTER 7

CONTRACTS AND TENDERS

7.1 Types of Contracts:

- 7.1.1 Construction, installation, maintenance, repair and service works.
- 7.1.2 Contracts for execution of works are entered into mainly in those cases in which the contractor undertakes to provide labour / material or both as required to perform the work under the direction of the Department.
- 7.1.3 **Item Rate Contract:** Where the contractor quotes rates for each item of the work and undertakes to execute the work at the accepted rates. The payment he has to receive depends upon the quantum of work executed under the contract.
- 7.1.4 **Percentage Rate Contract:** The rates for all items are worked out and indicated in the tender by BEL. The contractors are required to quote their rates as a percentage of BEL rates; (i.e., on par, or percentage above or below the rates indicated in the tender).
- 7.1.5 **Lump sum Contract:** Where the contractor agrees to execute the complete work in accordance with drawings / specification / requirements, for a fixed sum.
- 7.1.6 **Labour Contract:** Where the contractor is responsible for carrying out mainly labour intensive works.
- 7.1.7 **Material Contract:** Where the contractor is responsible only for supplying materials at agreed rates.
- 7.1.8 **Annual Maintenance Contract:** This contract is adopted for operation and maintenance of various services either with or without materials.
- 7.1.9 **Term Contract:** Wherever rates for various items are fixed with / without quantities, which will be valid for a specific period. Term contracts may be established for minor works. The value of each work to be entrusted under term contract shall not exceed Rs.10 Lakhs. The items not available in term contract shall be added as provisional items up to 30% of TC value and the actual rates payable for these items shall be derived based on CPWD or Market rate and approval of competent authority to be obtained at the time of closure of contract. Unit / SBU can establish two or more term contractors / AMC contractors for alternate availability and for speedy execution simultaneously depending up on the necessity. In such case the following conditions shall be indicated in the instructions to tenderers in the tender document.
- 7.1.9.1 Where two or more agencies are required to be established for effective / speedy execution of work in case of AMC / Term Contract, the Unit / SBU may at its discretion, distribute the works among several tenderers and the offer made shall be valid for even such distribution work. In case, the work is distributed among the tenderers, the volume of work to be entrusted shall be proportional to the respective tender position. The respective Unit / SBU shall award the works to the approved term contractor(s) complying to the above mentioned requirement after taking approval from the competent authority.

- 7.1.9.2 In case, where 2 agencies are required to be established, then the total work may be distributed among the two tenderers in the ratio of 60:40 between L1 tenderer (60% of work), L2 tenderer (40% of work) respectively and at the L1 accepted rates and conditions. In case, 3 agencies are required to be established, then the total work may be distributed among the three tenderers in the ratio of 50:30:20 between L1 tenderer (50% of work), L2 tenderer (30% of work) and L3 tenderer (20% of work) respectively at the L1 accepted rates and conditions.
- 7.1.9.3 In the event of the L2 tenderer not willing to take up the work at L1 tenderer accepted rates, the remaining tenderers L3, L4, L5 and so on with respect to their tender position will be asked sequentially to take up the work at L1 tenderer accepted rates and conditions. Accordingly, the work will be distributed among L1 tenderer (60% of work) and other tenderer (40% of work) who is willing to take up the work at L1 tenderer accepted rates and conditions. Similarly, the above procedure shall be followed and the work distributed among 3 tenderers viz., L1 tenderer (50% of work) and other tenderers (30% of work) and (20% of work) who are willing to take up the work at L1 tenderer accepted rates and conditions. However, in case, none of the remaining tenderers are willing to take up the work at L1 tenderer accepted rates and conditions, then the Company may reserve its right to award the entire work to L1 tenderer.
- 7.1.9.4 Guidelines issued by CMD vide Office Order No.21326/18/07-08/CO-VIG dated 31.05.2007 shall be followed for splitting of contracts. Refer Appendix-29 for details.
- 7.1.10 **Composite Contract:** Contracts involving two or more type disciplines of work viz., Civil, Electrical, Fire Alarm, Air conditioning, Communication etc.
- 7.1.11 **Turnkey Contracts:** Specialised works where contract is given from “design to handing over”.
- 7.2 Tender:** Tender system is adopted to ensure wide publicity for obtaining the most competitive rates and fair award of contracts by giving equal opportunity to all eligible agencies. The type of tender to be invited will depend upon the nature and value of work and the same can be chosen out of the following Types:
- 7.2.1 Open Tender.
- 7.2.2 Limited Tender.
- 7.2.3 Restricted Tender.
- 7.2.4 Single Tender.
- 7.2.5 Spot Tender.
- 7.2.6 Open Limited Tender.
- 7.3** The estimated cost of work put to tender shall be considered as basis for deciding the mode of tendering.
- 7.4 Open Tender:** Open tender system shall be followed for all the works costing Rs.100 Lakhs and above as per circular issued by the Company time to time.
- 7.4.1 In the case of tender for routine maintenance work and service work, the estimated cost of work put to tender and for the total period for which the work is tendered, shall be considered for deciding the mode of tendering as per the illustration given below:



Sl. No.	Estimated Cost of Work put to Tender	Total period for which the Work is Tendered	Total Estimated Cost of the Work	Mode of Tendering
1	Rs.40 Lakhs	1 Year	Rs.40 Lakhs	Limited / Restricted / Open Limited Tender
2	Rs.40 Lakhs	2 Years	Rs.80 Lakhs	Limited / Open Limited Tender
3	Rs.40 Lakhs	3 Years	Rs.120 Lakhs	Open Tender
4	Rs.60 Lakhs	1 Year	Rs. 60 Lakhs	Limited / Open Limited Tender
5	Rs.60 Lakhs	2 Years	Rs.120 Lakhs	Open Tender
6	Rs.60 Lakhs	3 Years	Rs.180 Lakhs	Open Tender

7.4.2 In open tender, agencies / contractors shall be prequalified. The prequalification can be done either prior to issue of tender documents or after opening of techno commercial bids, but before the price bids are opened. The prequalification requirements shall be fixed based on the guidelines issued by CO / CVC from time to time and also considering the nature of work. The prequalification stage involves the following activities:

7.4.2.1 Issue of expression of interest / tender notice in newspaper / website mentioning the scope of the work and prequalification criteria and asking interested parties to submit their applications.

7.4.2.2 Appointing a Committee to evaluate the applications received.

7.4.2.3 Fixing the evaluation criteria for short-listing the parties in line with tender notice.

7.4.2.4 Visit to sites of similar works, completed / ongoing, executed by the parties and interaction with clients of the parties for feedback, if need be.

7.4.2.5 Examination and verification of documents submitted by the agencies.

7.4.2.6 Other issues if any.

However, during the prequalification stage, if any agency wishes not to participate further in the bid, and gives a letter to this effect, the agency shall not be considered for prequalification. Also, intimation in writing shall be given to the agencies who have not prequalified citing the reasons for the same

7.4.3 The detailed estimated cost of work shall be considered for fixing pre qualification requirement. However, in absence of detailed estimate, the block estimated cost of work with contingencies shall be considered for fixing prequalification requirement.

7.4.4 After the prequalification stage, the tender documents shall be issued to all the agencies who have been prequalified. However, if any prequalified agency wishes not to participate further in the bidding process, in writing, the agency will not be issued the tender document. The prequalification criteria shall be approved by the competent authority before inviting the tenders. The mandatory prequalification requirements based on the guidelines of CVC, Company etc., are indicated below. A sample format for inviting applications from agencies for prequalification is indicated at Appendix-5 and Appendix-7.

7.4.4.1 **Similar work Criteria applicable for Routine Maintenance Works and Service Works**

7.4.4.1.1 The agency should have successfully completed / carrying out similar work (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of prequalification application, as indicated below (In case, the work on hand, the completed value of the work shall not be less than the value indicated below) The present value of similar work completed shall be derived by adding an inflation of 7% every year to arrive at realistic value of work:



- (i) Three similar works each costing not less than 40% of the estimated cost of work per annum.
Or
- (ii) Two similar works each costing not less than 50% of the estimated cost of work per annum.
Or
- (iii) One similar work costing not less than 80% of the estimated cost of work per annum.

If the similar work furnished is from Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated / pre-inflated value of similar work under which agency is being prequalified.

7.4.4.2 **Similar work Criteria applicable for all type of works other than Routine Maintenance Works and Service Works**

7.4.4.2.1 The agency should have successfully completed similar works (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of prequalification application, as indicated below. The present value of similar work completed shall be derived by adding an inflation of 7% every year to arrive at realistic value of work:

- (i) Three similar completed works each costing not less than 40% of the estimated cost of work.
Or
- (ii) Two similar completed works each costing not less than 50% of the estimated cost of work.
Or
- (iii) One similar completed work costing not less than 80% of the estimated cost of work.

If the similar work furnished is from Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified.

7.4.4.3 **Criteria applicable for Labour Intensive Works**

7.4.4.3.1 Registration Certificate of Establishment,

7.4.4.4 **Other Criteria applicable for all types of works**

- 7.4.4.4.1 Average annual financial turnover during the last three years, ending 31st March of the previous financial year (years to be specified subject to availability of audited profit & loss/balance sheet) shall not be less than 30% of the estimated cost.
- 7.4.4.4.2 Solvency limit. Name and address of bankers with bankers certificate clearly indicating the firm's financial capabilities (Latest Bankers Solvency Certificate from Nationalized / Scheduled Bank issued not earlier than 12 months from the final date of submission of prequalification application and shall not be less than 25% of the estimated cost).



- 7.4.4.4.3 Goods and Service Tax Registration Number.
 - 7.4.4.4.4 Permanent Account Number (PAN).
 - 7.4.4.4.5 PF code and ESI code.
- 7.4.5 In addition the following information shall also be obtained / stipulated while prequalifying the agencies.
- 7.4.5.1 Details of plant and machinery required shall be assessed and stipulated, if need be, based on the requirement of work.
 - 7.4.5.2 List of works on hand.
 - 7.4.5.3 List of works completed during the preceding 7 years (If the completion certificate furnished is from Private Organization, the same shall be supported with TDS certificate / form 26AS).
 - 7.4.5.4 Details of registration with Govt. and public sector undertakings.
 - 7.4.5.5 Details of technical personnel on the rolls with qualification and experience.
 - 7.4.5.6 Details of civil suit / litigation / arbitration etc., if any, in the contracts executed during the last 3 years including orders regarding exclusions / suspension / black listing, if any.
 - 7.4.5.7 Registration Certificate of Establishment as applicable.
 - 7.4.5.8 Details of the subsidiary Companies, Joint Venture Companies etc., if any.
 - 7.4.5.9 Any other prequalification requirements specific to the work.
 - 7.4.5.10 Any other relevant information / details, the agency may like to furnish.
- 7.4.6 The last date for receipt of application and the designated officer to receive the same with correct address and details of telephone and fax numbers, email id etc., to be indicated.
- 7.4.7 The prequalification / tender document should also specify the right of the Company to reject / accept any application / tender in full or in part without assigning any reason whatsoever.
- 7.4.8 If the agency had prequalified for certain type of similar work on Open Tender basis of higher value, they can be considered for issue of tenders for similar type of works of value less than they had prequalified earlier. In such case, if the agency submits application for the work, they shall be prequalified for the work if documents wise the agency meets all the prequalification requirements. (Ex: If the agency had already prequalified for similar work viz., civil works of construction / modernisation in nature of value Rs.1000 Lakhs, the same agency may be considered for similar type of work of value less than Rs.1000 Lakhs viz., Rs.250 Lakhs, Rs.500 Lakhs, Rs.750 Lakhs etc.)
- 7.4.9 Open Tender system shall be consisting of the following stages:
- 7.4.9.1 In-principle approval or Administrative approval and Financial sanction. For Sale Orders / Advance ESO / Customer Order, request from user department forwarded through SBU Head.
 - 7.4.9.2 Formation of tender committee by Competent Authority.

- 7.4.9.3 Technical sanction approval along with the prequalified agencies to be considered for issue of tenders as applicable, draft tender document and stipulation of EMD for the work.
- 7.4.9.4 Issue of tenders to all the prequalified agencies, opening of tender and award of work to lowest tenderer.
- 7.4.10 Generally, the open tendering shall be adopted if the estimated value of work put to tender is above Rs.100 Lakhs (Rs.500 Lakhs for sale orders / advance ESO / customer order / CSR works). However, in exceptional cases the Open Limited / Restricted Tender can be adopted for sale orders / advance ESO / customer order / CSR works and other works if the work is required to be executed expeditiously and for other reasons where open tender is not possible. The approval for resorting to Open Limited / Restricted Tender for such works shall be obtained by the User/Indenter Department from the approving authority by providing proper justifications.
- 7.4.11 In case of sale order / advance ESO, where prequalification is done in anticipation of the same, the validity of such prequalification of agencies shall be for a period of one year from the last date of receipt of application.
- 7.4.12 If the variation in cost of work indicated in prequalification stage with respect to estimated cost put to tender during the tendering stage is beyond $\pm 10\%$, in such an event, prequalification process shall be resorted afresh.

7.5 Limited Tender:

- 7.5.1 Limited Tender system may be adopted for all works where estimated cost is less than Rs.100 Lakhs by inviting tenders from the list of registered agencies as per financial limits for relevant works. Limited Tender system may be adopted for all term contracts by issuing tender to all the agencies registered under that relevant category. Where it is intended to exclude some registered agencies for reasons of workload, unsatisfactory performance of entrusted works and other reasons such as delay in failure to mobilize resources, failure to meet the timeline stipulated in the milestone charts etc., the same shall be recorded substantiating with facts and figures for excluding the agencies, and tendering among the remaining registered agencies can be taken up. Also, Limited Tender system may be adopted for the composite works involving two or more type disciplines viz., Civil, Electrical, Fire Alarm, Air conditioning, Communication etc., and in such case tenders may be invited from the list of registered agencies as per financial limits for the predominant discipline. If the response from the registered agencies is poor then the additional agencies may be added by contacting other PSUs or Govt. Departments.
- 7.5.2 Limited Tender system shall be consisting of the following stages:
- 7.5.2.1 Technical sanction approval along with the agencies to be considered for issue of tenders, draft tender document and stipulation of EMD for the work.
- 7.5.2.2 Issue of tenders to all the approved agencies, opening of tender and award of work to lowest tenderer.

7.6 Restricted Tender:

- 7.6.1 Restricted tender system may be adopted for all works where estimated cost is less than Rs.50 Lakhs in the following cases by inviting tenders only from some of the registered/identified agencies.
- 7.6.1.1 The work is required to be executed with great speed which only a few contractors are in a position to carry out.
- 7.6.1.2 Where the work is of special nature requiring specialized equipments / skill which is not likely to be available with all contractors.
- 7.6.1.3 Where the work is of secret and public announcement is not desirable.



- 7.6.2 Restricted Tender system shall be consisting of the following stages.
- 7.6.2.1 Technical sanction approval along with the agencies to be considered for issue of tenders, draft tender document and stipulation of EMD for the work.
 - 7.6.2.2 Issue of tenders to all the approved agencies, opening of tender and award of work to lowest tenderer.
- 7.7 Single Tender:**
- 7.7.1 Normally single tender should be discouraged. However, in following exceptional cases the need for single tender may arise:
- 7.7.1.1 Case of proprietary items.
 - 7.7.1.2 Work of very urgent nature.
 - 7.7.1.3 Work of a specialised nature.
 - 7.7.1.4 Adopting new technology.
 - 7.7.1.5 Internationally reputed Technology expert.
 - 7.7.1.6 When tender enquiry is addressed to only one party even when the list has more than one agency.
- 7.7.2 Single Tender system shall be consisting of:
- 7.7.2.1 Administrative approval.
 - 7.7.2.2 Financial sanction.
 - 7.7.2.3 Approval for award of work to the agency
- 7.7.3 In case, the works to be awarded based on the existing / agreed terms and conditions the administrative approval, financial sanction and, award of work to the agency shall be obtained by the User / Indenter Department by furnishing the proper justifications
- 7.7.4 In case, the works to be awarded (other than existing / agreed terms and conditions), the administrative approval, financial sanction shall be obtained by the User / Indenter Department by furnishing proper justifications. The general terms and conditions shall be framed and the work will be awarded based on single tender enquiry after obtaining approval from the Competent authority.
- 7.7.5 The indenter shall enclose the Proprietary article certificate in case of proprietary nature of items, specific authorization in case the vendor is recommended by the customer and bring out proper justification as applicable in the file put up for obtaining approval for single tender.
- 7.8 The powers for issue of all tenders viz., Open / Limited / Restricted / Single Tenders shall be as per the Sub-Delegation of Powers issued by CMD from time to time.
- 7.9 Spot Tender:**
- 7.9.1 Spot tenders in special circumstances may be resorted for the work by issuing enquiries to a minimum of three agencies (two agencies in case of location outside the units of BEL) by giving a time for submission of quotation within three days. Such tendering is to be resorted only for urgent work such as restoration work due to accident leading to abrupt holdups in production activities, VIP visit, safety requirements, breakdown of plant and Machines, breakdown of essential services etc., when the work is to be executed expeditiously and sufficient time is not available for resorting to regular tendering process. The selected agencies shall be readily available, approachable. The tendering may be done either online or manually by obtaining sealed quotations. The sealed quotations obtained shall be opened in

the presence of Finance representatives. The approval for tendering and award of such works shall be obtained by the User/Indenter Department from the competent authority as per SDOP by providing proper justifications either before resorting to tendering or after the tendering.

7.10 Open Limited Tender:

7.10.1 Open Limited Tendering system shall be adopted for the works where the estimated cost is less than Rs.100 Lakhs in the following cases by inviting tenders from prequalified agencies in open tender / user suggested / identified agencies:

7.10.1.1 In absence of approved list of registered agencies for relevant works.

7.10.1.2 Where there are less than three contractors for a particular work in the registered list.

7.10.1.3 Work is to be executed outside the location of any of the units of BEL.

7.10.2 Open Limited Tender system shall be consisting of the following stages:

7.10.2.1 In-principle approval or Administrative approval and Financial sanction. For Sale Orders / Advance ESO / Customer Order, request from user department forwarded through SBU Head.

7.10.2.2 Formation of tender committee by Competent Authority.

7.10.2.3 Technical sanction approval along with the agencies to be considered for issue of tenders, prequalification criteria, draft tender document and stipulation of EMD for the work.

7.10.2.4 Opening of tender and award of work to lowest tenderer.

7.11 Expression of Interest (EOI):

7.11.1 For works / services where specifications / requirements are not very clear or works / services which are not frequently undertaken, 'Expression of Interest' (EOI) may be published on the Company website.

7.11.2 EOI should include in brief, the broad scope of the requirement, eligibility and the prequalification criteria to be met by the prospective contractors, their financial capability, past experience etc. The prospective contractors may also be asked to send their comments on the scope of work projected in the EOI. Adequate time should be allowed for getting responses from the prospective contractors.

7.11.3 The purpose of EOI is to:

7.11.3.1 Arrive at uniform specification parameters meeting technical requirements

7.11.3.2 Shortlist interested parties.

7.11.4 The contractors meeting the finalized specifications shall be short-listed for further process of issuing Open Tender or Limited Tender with recorded reasons.

7.12 Constitution of Tender Committee: The constitution of Tender Committee shall be as per SDOP as under:



7.12.1 For Open Tenders:

- 7.12.1.1 Officer from Contracts Department.
- 7.12.1.2 Officer from Finance.
- 7.12.1.3 Officer from the Department responsible for execution of work.
- 7.12.1.4 Officer from CNP, on need basis, for clarification on technical matters.
- 7.12.1.5 Any other co-opted member.
- 7.12.1.6 Officer from User department, if required.

7.12.2 For Tenders other than Open Tenders:

- 7.12.2.1 Officer from Contract Department.
- 7.12.2.2 Officer from Finance.
- 7.12.2.3 Officer (s) from the Department responsible for execution of work.
- 7.12.2.4 Any other co-opted member.

7.13 The Chairman of the Tender Committee shall be E-V and above level Executive.

7.14 The tender committee shall be constituted for each of the contract value of Rs.100 Lakhs and above by the competent authority. However, tender committee may also be constituted for other contracts of value less than Rs.100 Lakhs depending on the merit of the case. Any change in tender committee member due to transfer, retirement etc., the tender committee shall be reconstituted by the competent authority.

7.15 The tender committee shall be responsible for invitation of tender, finalisation of prequalification criteria and release of advertisement in paper, acceptance late prequalification applications in exceptional cases with valid reasons, scrutiny of prequalification applications including obtaining shortfalls from the agencies if any, prequalification of the agencies, pre-bid / techno-commercial discussions and finalization of terms, conditions, specifications etc., receipt of tenders, acceptance of late/delayed techno-commercial bids in exceptional cases with valid reasons, opening of tenders, evaluation of tenders, negotiations if any, and recommend award of contract. The tender committee may opt for additional members, if required.

7.16 The tender committee shall ensure that the conditions stipulated in this manual are followed. Any deviation shall be brought to the notice of the approving authority.

7.17 Re-Tendering:

7.17.1 Re-tendering shall be resorted to only after the administrative approval of the competent authority for ordering under the circumstances such as:

- 7.17.1.1 Unreasonably high / low price.
- 7.17.1.2 Suspected cartel formation.
- 7.17.1.3 Sudden slump in market prices.
- 7.17.1.4 Negotiation has not yielded desired results.
- 7.17.1.5 Major changes in scope of work.

7.17.2 In case L-1 tenderer backs out, re-tendering shall be done (without including the L-1 tenderer who had backed out).

CHAPTER 8

PREPARATION OF TENDER DOCUMENTS

- 8.1 Before tenders for the work are invited, a detailed estimate showing the quantities, rates, values for various items of works, specifications to be adopted, terms and conditions should be prepared and got approved from the competent authority.
- 8.2 The draft tender documents would require the approval of competent authority. The tender document shall comprise of:
- 8.2.1 The Notice Inviting Tenders (NIT) incorporating the following essential requirements:
- 8.2.1.1 Name of work.
 - 8.2.1.2 Approximate value of work.
 - 8.2.1.3 Place of submission of tenders (Techno-Commercial and Price Bid incase of two part bids).
 - 8.2.1.4 Last date and time for submission of tenders.
 - 8.2.1.5 Date and time of opening of tenders.
 - 8.2.1.6 Time period for completion of work.
 - 8.2.1.7 Details of Earnest Money Deposit (EMD) and place of submission.
 - 8.2.1.8 Validity period of the tender.
 - 8.2.1.9 Date, time and place of pre-bid meeting (if any).
- 8.2.2 The General Conditions of Contract (GCC).
- 8.2.3 Special Conditions of Contract (SCC), if any.
- 8.2.4 Detailed Technical Specifications (DTS).
- 8.2.5 Drawings, if any, with the list.
- 8.2.6 Schedule of Quantities (SOQ).
- 8.2.7 Any other relevant particulars.
- 8.3 The tender document should also specify the right of the Company to reject any tender or accept any tender in full or in part without assigning any reasons whatsoever.
- 8.4 The GCC for civil, electrical, mechanical including composite tenders to be adopted is enclosed with this manual. Deviations in conditions, if any, from the GCC will be indicated as part of the special conditions of contract, which shall be got approved from the competent authority before issuing tenders.
- 8.4.1 For works such as Annual Maintenance Contract, Term Contract, Consultancy Services etc., other than the works indicated in Para 8.4 above, terms and conditions as applicable may be derived from the GCC and get approved from the competent authority before issue of tenders.



- 8.5 Architectural and other drawings, where applicable for the work together with specifications are to be made available to the tenderer at the time of issuing tenders to give a clear idea of the nature and scope of work.
- 8.6 Before inviting tenders for works involving large value / branded items such as electrical appliances etc., all such items should be identified. Decision to invite the tenders with or without such items should be based on cost and feasibility considerations.
- 8.7 For splitting of contracts, Para 7.1.9 of Chapter 7 shall be followed.
- 8.8 Any special commercial conditions having financial implication will be concurred by Finance / Tender Committee before including in the tender.
- 8.9 Integrity Pact shall be adopted for all works costing Rs.300 Lakhs and above as per the format indicated at Appendix-27. However, the threshold limit of value for adopting the Integrity Pact shall be as per the circular issued by Corporate Office from time to time.
- 8.10 Non-Disclosure agreement shall be concluded in the areas of information security vulnerabilities and contractors and their personnel who have access to information and information processing facilities as per the format indicated at Appendix-28.
- 8.11 Three Part Bid:**
- 8.11.1 For Open Tender, Three part bid system shall be consisting of the following stages: (This method may be followed for all the works where total scheme, scope of work, detailed technical specifications, terms and conditions, detailed estimate, drawings etc., has been finalised in toto):
- 8.11.1.1 In-principle approval or Administrative approval and Financial sanction.
- 8.11.1.2 Formation of tender committee, roles and responsibilities of tender committee.
- 8.11.1.3 Technical sanction approval, prequalification criteria, draft tender document and stipulation of EMD for the work.
- 8.11.1.4 Opening of tender and award of work to lowest tenderer.
- 8.12 Two Part Bid:**
- 8.12.1 In respect of works requiring techno commercial evaluation, two part bid tendering shall be resorted to. Two part bid tendering shall be invariably adopted in the following cases:
- 8.12.1.1 For all supply cum erection works.
- 8.12.1.2 For lump sum tenders.
- 8.12.1.3 Tenders called based on contractor's own designs.
- 8.12.1.4 When the specification / terms and conditions are not clear.
- 8.12.1.5 When the prequalification of contractors has not been done.
- 8.12.1.6 In any other case, when needed.

- 8.12.2 Three essential requirements of two part bid tenders are:
- 8.12.2.1 Furnishing the requisite EMD.
 - 8.12.2.2 Techno-commercial bid.
 - 8.12.2.3 Price-bid
- 8.13 Pre-bid meeting, if required, may be held with the prequalified tenderers to explain the scope, terms and conditions of tender. Any changes in terms and conditions and SOQR if any, the revision shall be intimated in writing to all the agencies. The approval shall be obtained for the revised SOQR from the competent authority. Pre-bid meeting / Techno-commercial discussions shall be held with all the agencies together.
- 8.14 The EMD and the Techno-commercial bids may be obtained physically in the conventional method. Alternatively the Techno-commercial bids can be obtained online if there is provision in the online tendering software. All the three viz., EMD, Techno-Commercial bid and the price bid shall be obtained together. The EMD and Techno-Commercial bid shall be obtained in separate covers. The price bid shall be obtained online. The IP shall be obtained before opening of price bid. The Techno-commercial bids of agencies who have furnished the EMD and submitted the price bid online shall only be opened. The price bid of agencies who have furnished the IP shall only be opened. The late Techno-Commercial bids (i.e., Techno-Commercial bids received after the specified time for tender opening) and delayed Techno-Commercial bids (i.e., Techno-Commercial bids received before the time for Techno-Commercial bids are opening but after the due date and time specified in NIT for submission of the same) are liable for rejection. However, late Techno-Commercial bids may be considered at the discretion of the tender Committee due to the poor response or any other valid reasons after obtaining approval from the competent authority. Whenever late Techno-Commercial bids are not accepted, the same shall be intimated to the concerned agency.
- 8.15 The Techno-commercial offer shall be opened first and technical evaluation done as per the tender conditions. Deviations, if any, from conditions stipulated in the tender shall be critically analysed. Techno-commercial meeting shall be held with all the agencies who have submitted the tenders and minutes of meeting shall be issued firming up the Techno-commercial conditions along with intimation regarding the last date for submission of revised price bids, if any, to all the agencies who have participated in the tender. Any changes in terms and conditions and SOQR if any, the revision shall be intimated to all the agencies. It may be made known to the tenderers that additional features, if any, over and above the tender requirements may be considered but without any additional cost. The specifications and techno commercial conditions should be firming up before the final price bids are called for. Change of requirements / specifications should not be resorted to after opening of price bids. The price bids of the eligible agencies only shall be opened. Intimation shall be sent to the agencies who are not meeting the Techno-commercial requirements giving the reason for the same. Once the price bids are opened rejection of agencies on techno commercial grounds shall not be made. In case of any unavoidable changes in specifications / requirements after opening of price bids, re-tendering should be resorted to.
- 8.16 All notices calling for tender should be issued after the competent authority to accept the tender has approved the NIT. Use of symbols and abbreviations in the tender shall be avoided and the same shall be made explicit.
- 8.17 All the pages of the tender document shall be serially numbered.
- 8.18 The terms for maintenance and supply of spares have been well defined.

- 8.19 If any advance payment is involved, the tender committee may recommend the same for the particular tender. In such involved other than those indicated in GCC, suitable bank guarantee for the same shall be made available. In exceptional cases, if majority of the prequalified agencies request for advance payment such as Mobilization advance, Plant and Machinery advance etc., during pre-bid / techno-commercial discussions, it is to be ensured by the tender committee that a suitable advance payment clause with mode of recovery is discussed with the prequalified agencies and the same is made as part of the tender. The advance payment shall be in line with the corporate guidelines issued from time to time and duly approved by the competent authority. Guidelines issued by the Company from time to time shall be followed for any advance payment other than those indicated in GCC. Refer Appendix-30 for details.
- 8.20 Performance guarantee, applicable warranty etc., are incorporated.



CHAPTER 9

PUBLICITY OF TENDERS

- 9.1 Open Tenders shall be invited as per Circular issued by the Company from time to time.
- 9.1.1 In addition, Contracts Department shall make all efforts for further publicity by sending the prequalification document to the concerned Local / State / Central Government and Public Sector Undertakings.
- 9.1.2 In case, the advertisement is released in newspapers, it shall be brief, giving reference to the website for details. The advertisement in the Company website shall contain all the details of the tender and shall be self-explanatory. All the relevant formats to be furnished by the agencies for prequalification shall be hosted on to the website to enable the agencies to download the same and submit the details online. Format for release of advertisement in newspaper is given in Appendix-4 and also format for release of advertisement in website is given in Appendix-6 and Appendix-8.
- 9.1.3 For Open Tenders, the agencies shall first be prequalified and techno-commercial / price bids shall be invited from the prequalified agencies. In case tenders are to be invited for different works, composite advertisement can be released to minimise expenditure in advertising. The prequalification criteria for each individual work shall be indicated separately. Once the advertisement is released, clubbing / splitting of tenders shall not be resorted to.
- 9.2 Advertising agency should be clearly advised about the date of publication to ensure compliance.
- 9.3 The minimum period for prequalification and submission of tender shall be as given below (both days inclusive):
- 9.3.1 For Open Tenders.
- 9.3.1.1 For submission of applications for prequalification - 10 days
- 9.3.1.2 For submission of tender - 10 days
- 9.3.1.3 For submission of tender (prequalification document and price bid - 3 part bid system) - 15 days
- 9.3.2 For Limited and Single Tender - 7 days
- 9.3.3 For Open Limited and Restricted Tenders - 7 days
- 9.3.4 For Spot Tender - 3 days



CHAPTER 10 INVITING TENDERS

- 10.1 All tenders shall unless otherwise approved by the Management shall be invited through Electronic Tendering process. In exceptional cases where it is not possible to follow e-tendering, tendering may be done in the conventional method after obtaining approval of the competent authority giving detailed justification for the same. In such cases the additional procedure to be followed is indicated in Chapter 27.
- 10.2 The complete tender documents shall be published on the Company approved website. It shall be ensured that the agencies are able to download the tender documents from the website for the purpose of participating in the tendering process. A complete set of the tender document uploaded on to the net and also the details of tender issued to the agencies shall be properly documented. The tender document shall be complete in all respects including drawings, specifications, terms and conditions, schedule of quantities and rates etc., as applicable for the clear understanding of the agencies.
- 10.3 In case the request for the issue of tender document is rejected, the reason for rejection is to be recorded and also intimated to the agency.
- 10.4 For all Open / Limited / Restricted / Single Tenders, the tender documents shall be issued electronically and free of cost. In exceptional cases, the same may be issued physically. However, the submission of tender, in such cases, shall be online only. In such cases the cost of tender document inclusive of all taxes etc., shall be fixed at zero point zero one percent of the estimated cost of work, subject to a minimum of Rs.200/- (Rupees Two Hundred) and maximum of Rs.1,000/- (Rupees One Thousand). Prequalification documents shall be issued free of cost.
- 10.5 The list of agencies to whom the tenders are issued shall be kept confidential.
- 10.6 The powers for signing the tender documents, if issued other than the electronic media, shall be as per SDOP.



CHAPTER 11

EARNEST MONEY DEPOSIT

- 11.1 Earnest money is paid by the tenderers to establish their earnestness to tender for the work and to execute it.
- 11.2 Earnest money to be furnished by the intending tenderers shall be governed by the provisions laid down in GCC.
- 11.3 Each tender shall be accompanied by earnest money at the rate of one percent on the estimated value of the work subject to a maximum of Rs.5 Lakhs. The estimated cost of work put to tender shall be considered as basis for deciding the value of EMD. For AMC works, the estimated cost of work put to tender for the first year of contract period shall be considered for deciding the value of EMD. For Term Contracts, the EMD shall be one percent of the total value of individual works awarded during the previous one year contract period.
- 11.4 No interest will be allowed on earnest money deposit.
- 11.5 Earnest money deposited by all the tenderers except the lowest tenderer shall be returned / refunded within three working days after the tenders are opened. EMD deposited by L1 tenderer shall be sent to Finance.
- 11.6 For categories of work which are tendered frequently, one time EMD, equivalent to 1% of the maximum financial limit for which the respective agencies are registered may be collected from the registered agencies, which can be made applicable for all the works tendered on LT basis. No separate EMD for the individual work tendered on LT basis need be obtained from the registered contractors who have furnished one time EMD. The one time EMD should be collected in the form of DD only and sent to Finance for encashment. However, in case of open tender, EMD shall be collected from all the agencies including those who have deposited one time EMD.
- 11.7 In exceptional cases, with reasons being recorded, EMD may be waived off for issue of tenders by the competent authority with finance concurrence.



CHAPTER 12

OPENING OF TENDERS AND PREPARATION OF COMPARATIVE STATEMENT

- 12.1 The tenders shall be opened electronically on the stipulated date and time by the authorised Finance and the Contracts Department representatives. The tenders of agencies who have not furnished the EMD shall not be opened. The following online generated statements shall be available in the concerned file.
- 12.1.1 Copy of the uploaded tender document.
- 12.1.2 Tender wise user log report i.e., details of the number of agencies who have submitted the tender.
- 12.1.3 Details of EMD and Integrity Pact furnished by the agencies (if EMD and IP is stipulated).
- 12.1.4 Details of officials who have opened the tenders.
- 12.1.5 Online generated comparative statement.
- 12.1.6 Complete offer of the L1 agency.
- 12.1.7 Extension of time allowed, if any, for submission of tenders.
- 12.1.8 Any other relevant correspondence / documents, regarding the tender.
- 12.2 If before the specified date and time for opening of tender, the committee or the Contracting Department decides to extend the due date for submission of tenders due to poor response or for other valid reasons, such extension shall be informed to all the agencies who have been considered for issue of tender documents including the agencies who have already submitted the tenders.
- 12.3 In case of notice published in newspapers for submission of documents for prequalification, addendum, extension of time, corrigenda if any, shall be published only in the Company approved website. The paper advertisement shall indicate that the addendum, extension of time, corrigenda if any will be published only in the Company approved website. Additionally it shall be indicated in the pre-qualification criteria and tender document as applicable that the addendum, extension of time, corrigenda if any, will be published only in the Company approved website.
- 12.4 A complete comparative statement of all tenders received in response to the notice should be drawn up. Both the comparative statement of rates and commercial conditions shall be pre-audited by Finance before final recommendation is put up for approval. Any special / abnormal features may be brought out for the information and consideration of the competent authority. Few of the checks that shall be done by the Finance are given below:
- 12.4.1 Whether the tenderers have furnished the requisite Earnest Money Deposit (EMD).
- 12.4.2 Whether the quotations of the tenderers are correctly incorporated in the comparative statement.
- 12.4.3 Whether the total value of the entire work and the percentage of variation from the estimated cost, financial implications of all the conditions mentioned by the tenderers have been correctly worked out.
- 12.4.4 Whether the tender stated to be the lowest is actually the lowest.
- 12.5 While determining the lowest tenderer, the financial effect of adding / deleting any condition is analysed.



- 12.6 On receipt of tenders, Abnormally High (AH) and Abnormally Low (AL) rates shall be identified. If the quoted rates are varying by more than 25% of the estimated rates, then such rates become AH or AL items. When AH / AL rates are accepted on the fact that the tender is workable as a whole.
- 12.7 In case of abnormally low rates, the necessity of taking the guarantee from the contractor to execute such items may be reviewed by the Committee/Head Contracts and the same may be obtained from the contractor if required at the award stage itself. In addition, efforts shall be made to take an undertaking from the lowest tenderer, wherever required before awarding the work, to ensure that the status of the tender remains un-altered due to quantity variations (if any) during execution of work. In case of abnormally high rates, the efforts shall be made to reduce the rates subject to negotiation during the award stage itself.
- 12.8 Dealing with Tenders When There Is A “Tie”**
- 12.8.1 In case there is a tie for the lowest offers received for the work, an opportunity shall be given to the those tenderers for submitting their revised offer in a sealed cover which shall be opened by the tender opening members on a fixed date in the presence of the tenderers / their representatives who wish to present and the Lowest tenderer will be decided considering the revised offer. In the event none of the tenderer is not agreeing to submit their revised offer or any other reasons and if it is not possible to resolve the “Tie”, the retendering should be resorted for the work.



CHAPTER 13 NEGOTIATION

- 13.1 While floating tenders, a special clause shall be incorporated stating that tenderers should quote the minimum price and there would be no negotiation except with L1, if found necessary. This will enable tenderers not to build cushion for negotiations and to give their best quote. Post tender negotiations are banned except in the case of negotiations with the Lowest Tenderer (L1), if justified. Negotiations should not be held as a matter of routine but shall be by exception only. Counter offer i.e., offering a target price will also amount to negotiation.
- 13.2 Negotiation should be held only after obtaining approval of the competent authority. Negotiation should be recommended if required, only after due application of mind and after recording valid logical reasons justifying the negotiation. The negotiating committee may identify items / issues on which the negotiation is desirable and what results are expected. To achieve desired results, the estimates have to be realistic and the Committee should have a proper perspective of market prices and conditions. The negotiation has to be documented so that, there is a clear audit trail recorded in the file. The negotiation should be held by a committee approved by the competent authority.
- 13.3 In case of inability to obtain the desired result by way of reduction in quote satisfactory explanation is required to be recorded by the Committee who recommended the negotiation. Process of negotiation shall not be taken as an excuse for delay in award of work and it shall be ensured that the contract is finalised within the validity period of the tender.
- 13.4 If the response to the tender is inadequate or the result of negotiation is not satisfactory the committee shall carefully consider retendering. In case ring-tendering / malpractice is suspected, retendering shall be resorted to and tender shall be issued to all prequalified / approved agencies for the work excluding the suspected agencies. The reasons for retendering shall be recorded by the committee.
- 13.5 For all works negotiations may be held in cases where the quote is higher than 5% of the detailed estimate. The competent authority as per SDOP may relax the above limits up to +5% of the detailed estimates after recording the justification for the same.
- 13.6 In case of variance beyond +20%, the detailed estimates may have to be re-examined and normally re-tendering shall be resorted to. In case fresh competitive bidding is considered not feasible or not desirable and in situation where revised final price obtained are still beyond +20%, acceptance of such price shall require approval of one level higher as per SDOP.



CHAPTER 14

ACCEPTANCE OF TENDERS

- 14.1 Recommendations of the Tender Committee / Contracting Department for acceptance of the tender shall be recorded in the file relating to the particular work. The Committee / Contracting Department shall also give their comments on any deviation from the conditions, stipulated in NIT, specifications, drawings, special conditions, technically sanctioned plans and estimate etc., during prebid or techno-commercial meeting justifying whether such deviations are acceptable or not. The deviations shall not vitiate the broader scope of the work, thereby necessitating calling of fresh tenders. The reasonableness of the tender supported by market rate analysis particularly for high value items shall be verified by the Tender Committee / Contracts Department while evaluating the tender. The recommendations of the Committee / Contracting Department should be specific and unambiguous to enable the competent authority to give clear decision. In case where the lowest tender is not proposed to be accepted the Committee / Contracting Department shall indicate clearly the reasons for the same.
- 14.2 The competent authority will give due consideration to the recommendation of the Tender Committee / Contracting Department. If the authority is not in agreement with the recommendation, the authority will record his / her views / justification while giving the decision and such situations shall be dealt with as per SDOP.
- 14.3 After acceptance of tender, the Contracts Department shall issue a letter of intent within 3 working days to the selected agency and furnish a copy of the same to the finance and other Departments concerned.
- 14.4 If a tenderer withdraws his offer after opening of price bids or after communication of acceptance of his tender by the Company or fails to execute the Agreement within the time specified in the Letter of Intent issued by the Company or fails to Commence the work within the prescribed time specified in the Contract, the following action will be taken:
- 14.4.1 The Earnest Money / Security Deposit paid by the tenderer shall be forfeited to the Company or recovered out of the Bank Guarantee furnished by the agency.
- 14.4.2 The agency will not be allowed to participate, if the same work is re-tendered..
- 14.4.3 The agency will be banned from participating in any of the future tenders of the Company for a period of two years from the date of withdrawal of offer by the agency or intimation in case of agency fails to execute the work. The approving authority is as per SDOP.
- 14.4.4 If L1 tenderer withdraws the offer the work should be re-tendered amongst the other approved / prequalified / technically qualified tenderers.
- 14.4.5 The agency shall be informed with regard to the action taken.



CHAPTER 15 CONTRACT AGREEMENT

- 15.1 When a particular tender has been accepted by the competent authority, a written agreement on a stamp paper precisely and definitely expressed should be drawn up containing the quantity and quality of the work to be done, specifications to be followed, time within which the work is to be completed, conditions applicable, security to be lodged, payment terms, penalties to be imposed and also necessary provisions for safeguarding Company's interests. After signing the agreement, a formal work order shall be issued. In the case of works costing up to Rs.10 Lakhs and works entrusted under Term Contract, Work Orders may be issued without insisting on signing of agreement. In such cases the terms and conditions as applicable will be prepared by the Contracts Department in consultation with user department and the same will be issued to the agency. Any other special conditions for executing the work shall be specified in the Work Order / terms & conditions as per the negotiated terms and conditions. After issue of work order to the contractor, Service Order is to be created in SAP for release and monitoring of payment. This Service Order shall be treated as internal document and shall not be issued to the Contractor.
- 15.2 The standard format of contract agreement at Appendix-9 shall be adopted. Any deviation from the standard format shall be with the approval of competent authority with concurrence of Finance. Written contracts are drawn up and signed by the authorized officer of the Company / Head of Contracts Department and by the contractor or his representative holding the power of attorney. The original tender and all amendments shall be integral part of the contract agreement. All the pages shall be serially numbered and the agreement shall be bound and kept in safe custody by Contracts Department.
- 15.3 The contract agreements shall be scrutinised by Finance for contract value greater than Rs.50 Lakhs and for other contracts, by Head, Contracts Department to see that:
- 15.3.1 The contract agreement is drawn up in the standard format and on e-stamp paper or non-judicial stamp paper or franking of requisite value.
- 15.3.2 The contract agreement is signed by the contractor or his lawful attorney and an officer in the Contracts Department competent to execute the contracts / agreements.
- 15.3.3 The schedule of quantities and rates are as accepted.
- 15.3.4 The amount of the contract is correctly worked out as per the approved tender.
- 15.3.5 No conditions other than those stipulated in the tender and those which have been negotiated and agreed upon before opening price bids are included.
- 15.3.6 The witnesses have signed the agreement.
- 15.3.7 All pages have the initials of both the parties to the agreement along with all annexures and pages are properly numbered.
- 15.3.8 The earnest money deposit is converted into security deposit as stipulated in the GCC.
- 15.3.9 All corrections / alterations have been attested by the authority competent to sign the contract on behalf of the Company and the contractor, and the contract agreement does not include any uncertain or indefinite liabilities on either side.
- 15.4 In the case of supply / erection works of capital equipment, the contract agreements shall be subjected to the following checks by Finance in addition to the checks mentioned earlier:



- 15.4.1 If there is any imported item, the payment terms and payment in foreign exchange, if any, and the foreign currency applicable for payment (including variations, if any) have been clearly defined.
- 15.5 Two sets of contract documents shall be prepared and signed by the authorised officer of the Company / Head of Contracts Department and by the contractor or his representative holding the power of attorney. One should be stamped "Original" and the other "Duplicate". The original shall be retained by Contracts Department. The duplicate copy shall be handed over to the contractor. Two certified copies of the contract agreement shall be made and one shall be made available to the engineer-in-charge and the other to Finance by the Contracts Department.
- 15.6 **Repairs and Maintenance Contracts:**
- 15.6.1 Annual maintenance / Term contracts shall be entered into for repairs and maintenance works as far as possible on the basis of tendering process. The tenders for the same shall be floated sufficiently in advance so that the contracts are finalized before the expiry of the ongoing contract. It is advisable to have more than one identical term contract depending upon the quantum of work. Necessary clause shall be incorporated in the term contract, stipulating that no separate agreement will be made for individual work entrusted under the term contract.
- 15.6.2 The period of AMC / Term Contracts shall be generally for a minimum period of one year or two years and in exceptional cases may be extended / renewed for one more year at the same rates, terms and conditions as embodied in the original contract. Any such extension / renewal shall not be disadvantageous to the Company. The approval for extension / renewal of the contract at the same rates, terms and conditions as embodied in the contract shall be obtained from the competent authority as per SDOP who approved the original contract. If the work is perennial in nature and cannot be discontinued then extension beyond the contract period at the same rates, terms and conditions shall be obtained from the competent authority as per SDOP. However efforts shall be made to establish fresh contract by taking timely action by user department and contracts department to avoid extension.
- 15.6.3 In exceptional cases, for AMC works such as photocopiers, mechanized road sweeping, hiring of vehicles etc., where substantial capital investment is involved and in order to get very competitive quotes, such contracts may be established for a period of five years with proper justification.



CHAPTER 16

AMENDMENT OF WORK / ADDITIONAL WORK ORDERS

- 16.1 In cases of intricacies, security reasons, urgency of work etc., the existing contractor shall be entrusted to carry out certain additional works elsewhere or new works as per the quoted rates. Such works can be carried out at the same rates, terms and conditions of the existing contract by amending or issuing the new work order after obtaining the approval from the competent authority. However the total amended or additional order value of the work shall not exceed 25% of the original contract value.
- 16.2 The User / Indent Department shall obtain the approval from the competent authority for amending the work order or issue of new Work Order by providing proper justifications

CHAPTER 17

EXTRA / SUBSTITUTED ITEMS AND VARIATION IN QUANTITIES

- 17.1 New items of work, i.e., items not in the contract are commonly known as extra items.
- 17.2 Substituted items are the ones which substitute the existing ones already provided in the contract with changed specifications to the items provided in the contract.
- 17.3 Variations in quantities of items arise when there is increase, decrease or omission in the quantities of items in the contract.
- 17.4 All efforts should be made to avoid deviations. Deviations, if any, in the contract will need approval of the competent authority.
- 17.5 In case of quantity variations after the award of work due to changes in drawing / design / specification / user requirements / any other reason, payment shall be made as per the agreed rates of the contract agreement in the RA bills based on the certification of Engineer In Charge provided the quantity variation results minor deviation in the view of Engineer-in-charge. The deviation statement will be as per Appendix-10. If the deviations are minor (i.e., less than 5% of the contract value) approval of the competent authority may be taken before the final bill is paid. In case of major deviations (i.e., more than 5% of the contract value), Engineer-in-charge will take interim approvals of the competent authority at appropriate stages during execution.
- 17.6 All rates for extra / substituted items shall be verified by the CQS Department for BG Unit and Contracts Department of the other Unit / SBU before the same are approved by the competent authority with finance concurrence. The extra and substituted items shall be approved in the pro forma as per Appendix-11 and 12 respectively. While deriving rates for extra item, labour rate to be considered based on the prevailing minimum wages as per central labour laws during the period of execution. While deriving rates for extra or substitute or basic rate item, the materials rate to be considered based on the original GST bills. The derivation of rates for extra or substitute or basic rate shall be made based on the circular issued by the Company from time to time.
- 17.7 The rates of extra / substituted items, which are yet to be approved by the competent authority, may be paid to the contractor, pending approval, in the running account bills at part rates to be termed as "Provisional Rates". The provisional rates to be paid should not exceed 80% of the rates assessed by the Engineer-in-charge.
- 17.8 Proposal for fixing rates for the extra and substituted items of works shall be submitted by the Engineer-in-charge as and when any extra / substituted item is effected in the case of major deviations. A complete analysis of rates must also be submitted with justification for extra / substituted item and the approval of competent authority obtained as per SDOP. In case of minor deviation, approval of competent authority may be obtained before the final bill paid.
- 17.9 The following are to be ensured while analysing the rates:
- 17.9.1 Relevant Quotations / Vouchers / bills if any, furnished by the contractor.
 - 17.9.2 Detailed analysis of rates supported by drawings / sketches wherever required.
 - 17.9.3 Proper nomenclature of the items.
 - 17.9.4 Copy of analysis of rate, given by the contractor and his acceptance of the final rate arrived at.
 - 17.9.5 Verification of the extra / substituted rates by the Contracts Department of the Unit / SBU before, the same is put up to the competent authority for approval.
- 17.10 While arriving rates for extra items, the tender percentage / discount offered by the L1 tenderer shall not be considered.



CHAPTER 18

EXECUTION OF WORKS

- 18.1 After the conclusion of the Agreement, the executing authority shall ensure that the contractor undertakes and complete the work in accordance with the terms and conditions of the contract and as per the stipulated specifications. The executing authority and the finance shall ensure that timely periodical payments against the bills of the contractor are made to ensure smooth execution of the work.
- 18.2 The Engineer-in-charge shall ensure maintenance of the following registers / documents depending upon the nature of work and as applicable.
- 18.2.1 Site Order Book (Appendix-13)
- 18.2.2 Works Diary (Appendix-14)
- 18.2.3 Cement Register (Appendix-15)
- 18.2.4 Hindrance Register and Standard Operating Procedure (Appendix-16)
- 18.2.5 Register of dismantled materials if to be taken over by the Company (Appendix-17)
- 18.2.6 Register of materials at site like paints, bitumen, anti-termite chemicals etc.
- 18.2.7 Pre-record Measurement Register.
- 18.2.8 Register of tests conducted on materials.
- 18.2.9 Any other register / document as per the provisions in the contract.
- 18.3 The Engineer-in-charge shall ensure that all the mandatory tests are carried out in accordance with the procedures laid down and ensure maintenance of relevant test records. Such tests shall be carried out in Government laboratories / Government approved laboratories / NABL Accredited laboratories and if these are not available for a particular location, the same can be got done in a laboratory or Engineering Colleges.
- 18.3.1 **Issue of Materials to the Contractor:**
- 18.3.2 Issue of materials to the contractor, if any, shall be as per the provisions of the contract.
- 18.3.3 Engineer-in-charge shall keep a broad check on the consumption of materials issued departmentally, if any, at various stages of works to make sure that there is no misuse of materials issued. Reconciliation of stocks issued to the contractor shall be carried out at each bill stage, and recovery, if any, shall be made from the running / final bills as the case may be.
- 18.4 **Extension of Time:**
- 18.4.1 The Engineer-in-charge shall ensure that all obligations on the part of the Company are discharged on time so that the contractors do not get an opportunity to seek extension of time, claims etc.
- 18.4.2 Approval for Extension of Time shall be issued by the competent authority subject to the condition that the extension of time is granted without prejudice to the rights of the Company. It shall be ensured that extension of time on the request of the contractor with justification is intimated to the contractor before the expiry of the original contract period with approval of the competent authority. While doing so it should be made clear whether the Company has decided to levy or not to levy liquidated damages.
- 18.4.3 Powers to decide the quantum of liquidated damages recoverable from contractors for delay in execution of full/part of the work, will be as per the SDOP.



18.5 Indemnity and Insurance:

- 18.5.1 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 18.5.2 The Contractor shall obtain at his expense an Insurance Policy in the joint names of the Company and the Contractor covering the following risks and lodge the policy with the Company.
- 18.5.2.1 Works including temporary structures, materials, tools etc., on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc.
- 18.5.2.2 The workmen employed by the Contractor and who have not been covered under ESI against Workmen Compensation Act and other statutory laws where compensation is payable by the Contractor.
- 18.5.2.3 Damages to property of third parties including neighbouring buildings etc.
- 18.5.2.4 Damages to third parties including the visitors, neighbours and other passers-by against any claim that may arise due to accidents on account of the incidental risks, which may occur during the execution of works. The limit of insurance coverage to be taken under Clause 18.5.2.3 and 18.5.2.4 shall be 10% of the contract value.
- 18.5.3 In addition to the above, the Contractor shall at his expense obtain a personal accident policy either through LIC or GIC for himself and the partners of his Company concerned with the work.
- 18.5.4 The Company has insured its assets and risks with the Insurance Company indicated in Annexure-IA to the GCC. It is obligatory on the part of the Contractor that the comprehensive Insurance Policy to be obtained by him as mentioned in the above Clauses shall be necessarily taken from the said Insurance Company and the Contractor shall take special care to see that the above condition is fulfilled.
- 18.5.5 All claim amounts against the policy shall be payable to the Company and not to the Contractor. He shall keep the policy renewed from time to time even for the extended period of contract, if any, and at the contractors cost until the Company issues the certificate of completion. If at any time, the policy so obtained and kept with the Company expires; it shall be lawful for the Engineer to stop further payments until the duly renewed policy is lodged with the Company. For the extension period if delay is not attributable to the agency the premium shall be reimbursed by the company.
- 18.5.6 The Insurance policy shall be obtained for the total value of the work awarded including the cost of materials, if any that may be issued by the Company. Insurance Policy is not required to be obtained, if the value of work is less than Rs.5 Lakhs.

18.6 Completion Certificate:

- 18.6.1 Within 10 days of receipt of information from contractor regarding completion of work, the Engineer-in-charge shall inspect the work and furnish the contractor with a certificate of completion subject to the contractor fulfilling all the contractual obligations, indicating:
- 18.6.1.1 Particulars of the work and contract number.
- 18.6.1.2 The date of commencement of work.
- 18.6.1.3 Stipulated date of completion of work as per agreement.
- 18.6.1.4 Actual date of completion.



- 18.6.2 If there are any minor defects in completion which can be rectified / completed even after the work has been taken over, the same shall be listed out in the completion certificate and the contractor shall be asked to attend to the same before the final bill is settled. Copy of the Completion certificate as given at Appendix-18 should be attached to the final bill after making an endorsement by Engineer-in-charge to the effect that all the defects / incompleteness mentioned in the completion certificate have been attended to. This is a provisional work completion certificate issued by EIC for the purpose of closure of contract. However, final work completion certificate is to be issued by Contracts Department only as recommended by EIC as per Appendix-19.
- 18.6.3 If an Architect / consultant is engaged for the work, a certificate from the Architect / consultant on completion of the work, indicating therein that the work has been completed in accordance with the approved architectural, structural design, specifications and as per contract agreement shall be obtained.

18.7 Closure of Contract:

- 18.7.1 After completion of work (excluding routine maintenance / service works), the Engineer-in-charge shall obtain the competent authority approval for closure of contract. While obtaining the approval, deviations in the contract such as variation in quantities, execution of extra / substituted items along with the rate analysis for the same, extension of time for completion of work if any, shall be brought to the notice of competent authority. After obtaining the approval for closure of contract, final bill payment shall be made to the Contractor.
- 18.7.2 As build drawings also to be furnished while initiating the proposal for closure of contract.
- 18.7.3 Check list to be enclosed for closure of contract as per Appendix-26.

CHAPTER 19

RECORDING OF MEASUREMENTS

- 19.1 All the work measurements shall be measured through the drawings and if drawings are not available or if it is a concealed item, then such case the measurement shall be jointly recorded in a measurement register. Derived measurements by above methods shall be jointly signed by the contractor / authorized representative of the contractor and the Engineer-in-charge / his representative. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- 19.2 The measurement register for the joint measurement shall be serially numbered and certified for the number of pages by the Engineer-in-charge.
- 19.3 All the hidden measurements shall be recorded in the register by Engineer-in-charge or his authorised representative and test checked by the Engineer-in-charge before they are covered up.
- 19.4 The entries shall be recorded continuously and no blank pages left or torn out. Any pages or space left blank inadvertently shall be cancelled by diagonal lines, the cancellation being attested and dated.
- 19.5 Short descriptions may be recorded in the measurement register giving reference to the item number of the SOQR (Schedule of Quantities and Rates). If any work is incomplete with respect to the items, nature of incomplete work should be mentioned while recording the measurements. Short description may be used while preparing abstract of quantities.
- 19.6 The final bill shall be submitted by the Contractor with detailed item descriptions as stated in the SOQR including extra, substituted items etc. and shall be in a bound form.
- 19.7 Erasing of entries in the measurement sheets should not be done. Corrections, if any, made should be by crossing out the incorrect words or figures and inserting correct one. Correction should be initialled by the person recording and certifying the measurement.
- 19.8 When any measurements are cancelled or disallowed, they must be endorsed by the officer ordering the cancellation or by a reference to his orders. The same should be initialled by the officer who made measurements and also the authorised representatives of the contractor. The reason for cancellation shall be recorded and contractor's / authorised representatives acceptance obtained. A reliable record is the object to be aimed at, as it may have to be produced as evidence in Court of Law if required.
- 19.9 Based on these joint measurements recorded in the register, the contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed format along with the detailed measurements of the items billed. The bills along with measurement sheet shall be computer generated and also suitably programmed for effecting the necessary corrections by the Engineer-in-charge. The bills shall be accompanied with necessary documents such as abstract of quantities, reconciliation of materials, part rate statements indicating the extent of work done / incomplete, statement of secured advance claimed and other statutory obligations such as ESI / PF / Insurance / labour license etc. as applicable.
- 19.10 All the pages of the measurement sheets shall be serially numbered and signed by the contractor.
- 19.11 All running bills shall undergo three level checking (viz. 100%, 50% and 10%). In case of Customer / CSR works running bills shall undergo two level checking (viz. 100% and 20%).
- 19.12 The 100% measurement checked and initialled by the Group-VII and above / TC / E-I and shall be at least 50% checked by the executive (grade E-II to E-IV) and at least 10% by the senior executive (E-V and above). In case of Customer / CSR works the 100% measurement checked and initialled by Group-VII to E-III and 20% by E-IV and above.



- 19.13 The Engineer-in-charge shall ensure that all recoveries, such as secured advance on materials / work progress advance payments, previous payments, SD and penal / other recoveries, if any, are made before certifying the bills for payment. The duly certified bill shall be sent to finance for scrutiny and payment.
- 19.14 The contractor shall submit two copies of bill including the measurements, abstracts and other enclosures to the Engineer-in-charge. The Engineer-in-charge shall send both the copy of the bill to finance for payment. Finance shall retain one copy of the bill for record purposes and shall send another copy indicating any corrections (if any) along with DAS to Engineer-in-charge as a proof of record and to incorporate changes in subsequent bills.
- 19.15 The measurement sheets shall not be destroyed under any circumstances and shall be kept as a permanent record by the Finance.



CHAPTER 20

PREPARATION OF BILLS

- 20.1 All running account bills and final bills shall be prepared and submitted by the contractor in the prescribed form (Appendix-20).
- 20.2 Running / Final bills shall be submitted by the contractor based on the drawings and joint measurements taken (i.e., contractor or his authorized representative and EIC or his authorized representative).
- 20.3 The SOQR (Schedule of Quantities and Rates) item number and nomenclature shall be written correctly in the Running and Final bills.
- 20.4 In case of extra and substituted items, full nomenclature of items shall be written in the running and final bill.
- 20.5 Advance payment of 50% on Running or Final bills shall be processed by EIC within 3 days from the date of receipt of bill from the contractor and balance 50% shall be processed within 10 days from the date of receipt of bill along with all supporting documents and clarifications if any from contractor
- 20.6 Advance payment of 50% on running or final bills shall be paid by the Finance within 7 days from the date of receipt of advance request (F-47) from EIC. Balance 50% shall be paid within 15 days from the date of receipt of bill along with all supporting documents and clarifications if any from EIC. Format to be used for 50% payment shall be as per Appendix-21.
- 20.7 Secured Advance payment against materials brought to site shall be fully adjusted while making the next running bill payment. The secured advance for materials brought to site shall be prepared as per Format in Appendix-22.
- 20.8 While recommending payment of secured advance, the Engineer-in-charge will ensure that:
- 20.8.1 The materials required for the work have been brought to site and stored properly.
- 20.8.2 They have been valued at rates not higher than prevailing market or GST invoice or quoted rates.
- 20.8.3 Deed of hypothecation for the materials has been obtained as per Appendix-30.
- 20.9 While making running account payment, the following deductions shall be ensured by EIC (for Civil and Composite works only):
- 20.9.1 All previous running accounts payments.
- 20.9.2 Cost of materials issued, if any, by the Company and to the extent consumed in the work.
- 20.9.3 Security deposit recoverable if any.
- 20.9.4 Secured advance on materials / work progress advance payments, if any.
- 20.9.5 Any other dues recoverable by the Company from the contractor under the contract.
- 20.10 Part rate to the extent of work done may be considered in the running bills by the Engineer-in-charge for payment. However, care shall be taken to record the extent of work done / pending in the measurement sheets and bill forms. A part rate statement as per the proforma at Appendix-23 shall be enclosed along with the bill giving reasons for allowing part rates.



- 20.11 75% Advance on progress of work (for Civil and Composite Tenders) may be allowed between running bills to facilitate progress of work. For this bill, the quantum of work shall be properly assessed by the Engineer-in-Charge. Format for payment of such advance shall be as per Appendix-24.
- 20.12 Before clearing the final bill, the following aspects are to be ensured by the Engineer-in-charge:
- 20.12.1 Reconciliation of materials issued, if any.
 - 20.12.2 Completion Certificate from Engineer-in-charge.
 - 20.12.3 Security deposit towards defects liability for civil and composite works and performance guarantee for mechanical and other works is available.
 - 20.12.4 If there is any delay in completion, approval of the competent authority for extension of time with or without liquated damages.
 - 20.12.5 Insurance and other statutory requirements have been met by the agency and if not, appropriate deduction against the same is made.
 - 20.12.6 Whether all the necessary tests have been conducted as per the stipulations in the contract and deductions, if any, are required to be made for non-compliance.

CHAPTER 21 CONTRACTOR RATING

- 21.1 Immediately after the completion of work the Engineer-in-charge shall rate the performance of the contractor in the Contractor rating proforma indicated at Appendix-25 and forward the same to the Contracts Department. The Engineer-in-charge shall also inform the concerned contractor in case the Contractor rating is poor. The data on Contractor rating of all the agencies shall be maintained by the Contracts Department.



CHAPTER 22

QUALITY CONTROL

- 22.1 The responsibility for ensuring proper control on quality of the work as per the approved specifications, drawings and Contract is borne by the team of Construction / Executing staff led by the Engineer-in-charge.
- 22.2 The broad responsibilities of the Engineer- in -charge in the Quality Control will be as under:
- 22.2.1 To ensure that materials as specified in the contract are used on the work.
- 22.2.2 To ensure that laboratory tests as laid down in the specifications are carried out at appropriate time. Materials failing to conform to the required specifications shall be rejected and shall be got removed from the site immediately. As far as practicable, tests on materials will be carried out at the construction site in a field laboratory, which will be set up under the control of the Engineer-in-charge.
- 22.2.3 For works costing more than Rs.10 Lakhs, records shall be maintained for receipt and consumption of material like Paints, Bitumen, Cement, Cables, wires etc.
- 22.2.4 For proper implementation of Quality Control at the work site, it is imperative to closely associate the contractor / agency. For this purpose, the Engineer-in-charge and the Contractor or their representatives shall be associated with the tests carried out. They should be familiar with the Quality Control procedure being followed in the project.

CHAPTER 23 TECHNICAL AUDIT

- 23.1 The Divisional / Unit Head shall form Technical Audit teams from time to time for various disciplines. The Technical Audit team shall carry out checks on quality, technical aspects, specifications, quantities, payments procedures etc., followed on the similar guidelines of CVC.
- 23.2 The Technical Audit team shall conduct inspection of works as decided by the Divisional / Unit Head with a view to ensuring adherence to laid down procedure. These inspections will be utilized to assess the effectiveness of the existing procedure and will serve as feed-back for causing improvement in the contracts system.
- 23.3 The Technical Audit team should also suggest / recommend remedial action as may be required in a suitable manner. The Engineer-in-charge should ensure due action on the observations of the technical audit team.
- 23.4 Any observations / audit remarks of CTE, Government Audit, Internal Audit etc., shall be made available to technical audit team by the Engineer-in-charge for reference while auditing.
- 23.5 **Overpayments / Underpayments detected during Technical Audit:**
- 23.5.1 The Company reserves the right to carry out post-payment audit and technical examination of the Running / Final bills. The Company further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of the running / final bill figures in the arbitration award. If any underpayment is discovered the amount shall be duly paid to the contractor by the Company.
- 23.5.2 Necessary Clauses in the tender should be included to take care of the above paras.



CHAPTER 24

STATUTORY AND SAFETY REGULATIONS

24.1 Wages:

24.1.1 Wherever labour is deployed, it shall be ensured that the wages paid to the labour are not less than Minimum Wages prescribed by the Government. The minimum wages shall be paid to the labourers prescribed from time to time by State or Central Government. The contractor shall follow the minimum wages based on the registration of their firm with the State or Central Government.

24.1.2 Necessary clauses in the tender and contract are to be incorporated to ensure that the contractor shall comply with Central / State / Local Regulations and Enactment pertaining to Workmen and labour as applicable and the Engineer shall have the right to enquire into and decide all complaints on such matters, and the relevant clauses of the GCC / Special Conditions shall be applicable. The contractor should have obtained labour license and fulfill obligations towards, insurance / PF / ESI etc., for the labour pertaining to the work as applicable.

24.2 Safety:

24.2.1 Necessary clauses in the tender are to be incorporated to ensure that the Contractor shall at his own expense arrange for the safety provisions in respect of all labour directly or indirectly employed for performance of the works and shall ensure safety measures. Specific Safety requirement for major projects (if any) shall be detailed during design, stage and incorporated in the tender document.

24.2.2 If Contractor fails to ensure safety, Engineer-In-charge has rights to suspend the work.

CHAPTER 25

ENGAGEMENT OF CONSULTANTS FOR TURNKEY PROJECTS

- 25.1 Consultant may be appointed for only turnkey projects.
- 25.2 However, the design, drawings, specifications, estimates made by the consultant shall be checked and verified by concerned Indenting Department/CNP Department/other institutes like IIT / IISC/ NIT etc., depending on intricacies of work
- 25.3 The Administrative approval required for engaging consultant shall be approved by the competent authority as per SDOP.
- 25.4 The selection of the consultant shall be through open tender only adopting two part bid system by forming a tender committee. The role and responsibility of the committee is mentioned below:
- 25.4.1 To finalise the criteria for selection of consultant and release of paper advertisement.
- 25.4.2 Deciding weightage to be given to technical parameters and price.
- 25.4.3 To evaluate the tenders received based on the credentials furnished by them and assessment of their completed and ongoing works.
- 25.4.4 To hold prebid / techno commercial bid meeting with the consultants, evaluate design concept presentation, opening of tender, conduct negotiation (if any) with L1 consultant and recommend for award of work to L1 consultant.
- 25.5 **Criteria for Evaluation:**
- 25.5.1 **Stage-1: Design Concept Presentation**
- (a) At this stage, the prequalified consultants shall be invited to participate in the Design Concept competition and present their respective Design Concept in the form of presentation to the Committee constituted for the purpose.
 - (b) The Consultant shall bring soft and hard copy of their Design Concept and related details at the time of presentation. The Design Concept presentation shall incorporate all the parameters as mentioned below under Evaluation Criteria.
 - (c) The Committee shall evaluate the presentation on Design Concept and would assign the marks independently and then the assigned marks would be averaged out.
 - (d) The consultant shall have no right to challenge the marks assigned by the individual member of the Committee and individual member of the Committee shall have no liability to consultant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the Committee.
 - (e) The Committee shall evaluate the design concept presentation of consultants by applying the evaluation criteria, sub-criteria and point system as illustrated here under. The technical parameters for selection shall be modified to suit to the requirement:



Sl. No.	Technical Parameters for Selection	Max. Marks	Marks Scored
1.0	Conceptualisation	80	
1.1	Preliminary Master plan including typical layout plan, external services and effective space utilization	40	
1.2	Innovative Design, Design Ingenuity and Customization of design concepts to suit to prevailing site conditions	20	
1.3	Architectural features in terms of Design, Aesthetics, Colour Scheme, Building features, perspectives, Elevation with all modern amenities etc.	10	
1.4	Materials proposed (Effectiveness in terms of green interior, eco-friendly materials, look, feel and suitability)	10	
2.0	Preparation of Preparation of 3D View / Walk in Videos / Artistic Impression/ Studio Realistic Design	10	
3.0	Clarity of Overall Presentation in terms of Concept, Experience, Innovative Ideas etc.	10	
Total		100	

- (f) Subsequent to the presentation made by the prequalified consultants, the committee shall evaluate the presentations. Based on the evaluation results, the top 4 (four) consultants would be selected and intimated to make their final presentation to the Committee.

25.5.2 Stage-2: Final Presentation

- (a) Intimation shall be sent to the top four (4) selected consultants for making their presentation to Committee. These consultants shall (i) bring and display model of the proposed work. (ii) submit their presentation material both in soft and hard copies at the time of presentation.
- (b) In case, only maximum of four (4) consultants are prequalified, in such an event, all four (4) consultants shall be considered for both Stage-1 Design and Concept presentation and Stage-2 Final presentation to have competitiveness.
- (c) Below is the Evaluation criteria followed by the Committee for the presentation along with the model. The description shall be modified to suit the requirement, this is just an illustration:

A	Master Planning and Zoning	Max Marks	Marks Scored
1	Site Orientation: Massing (Compactness), Circulation (integration) and Landscape blending with existing profile. Cost effective Site Utilization and Grouping of Functions, Economical design.	30	

B	Project Details in Brief	Max Marks	Marks Scored
1	Aesthetics, Environmental friendly considerations like use of environment friendly materials, etc., Green Building Features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities. Project cost and its Details in brief	20	
2	New Technologies (other than conventional Technologies) and New/ Materials and Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology that is should demonstrate the time and /or cost effectiveness.	20	
C	Presentation		
1	Knowledge of Building Bye laws and Statutory Requirements of respective local bodies/Municipalities, etc. for which the bidder should visit the site (s) before submission of Bid.	10	
2	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	10	
D	Preparation of 3D Views / Walk in Videos / Artistic Impression / Studio Realistic Design / Model Display of the Proposed Work	10	
Total		100	

- (d) The cost towards model preparation which will be presented in front of Committee may be paid for the 3 (Three) consultants and the consultant to whom the work will be awarded shall not be paid any amount.

25.6 Final Evaluation of Bid:

25.6.1 The final selection shall be based on QCBS (Quality & Cost Based Selection)

Cost Evaluation under Combined Quality & Cost Based System

[70: 30, 70 is technical evaluation and 30 is cost evaluation]

Technical Evaluation

[As carried out by Committee]

Example of Evaluation

Sl. No.	Consultant Name	Marks obtained in Technical Evaluation	70% of Technical Evaluation Marks
1	A	75	52.50
2	B	80	56.00
3	C	85	59.50
4	D	90	63.00

Final Price Bid [Considering Project Cost as Rs.170 Crs]**Example of Evaluation**

Sl. No.	Consultant Name	% quoted by Consultants	Quote in Rs [in Lakhs]	Evaluation [Lowest Bid offer/ Individual Bid Offer]	30% of Bid Evaluated
1	A	0.80%	136.00	$100*(132.60/136) = 97.50$	$97.50*0.30=29.25$
2	B	0.78%	132.60	$100*(132.60/136) = 100.00$	$100.00*0.30=30.00$
3	C	0.85%	144.50	$100*(132.60/144.50) = 91.76$	$91.76*0.30=27.53$
4	D	0.90%	153.00	$100*(132.60/153) = 86.67$	$86.67*0.30=26.00$

Final Evaluation**Example of Evaluation**

Sl. No.	Consultant Name	70% of T.E	30% of Bid Evaluated	70% of T.E + 30% of Bid Evaluated	Remarks
1	A	52.50	29.25	$52.50+29.25=81.75$	H5
2	B	56.00	30.00	$56.00+30.00=86.00$	H3
3	C	59.50	27.53	$59.50+27.53=87.03$	H2
4	D	63.00	26.00	$63.00+26.00=89.00$	H1

- 25.6.2 The consultant achieving the highest combined technical and financial score will be considered to be the successful consultant and work shall be awarded to the same tenderer i.e., **Consultant "D"** as per above example of evaluation.
- 25.6.3 The selection of Consultants shall be made as per the guidelines issued by the CVC, Company from time to time.

CHAPTER 26

PROJECT MANAGEMENT

- 26.1 As soon as the requirement for a project gets established, the concerned SBU Head / Unit Head / Head of Engineering Services will appoint a Project Manager for projects costing more than Rs.50 Lakhs in grade E-III and above.
- 26.2 The project manager will be responsible and will have authority for:
- 26.2.1 Finalising the requirement of the work / project by interacting with all the concerned Departments.
 - 26.2.2 Arrange for interaction meetings with the designers / CNP / Consultants / Architects and any other Department for preparation of drawings and estimates.
 - 26.2.3 Firming up the scope of work.
 - 26.2.4 Establishing checkpoints / activities and time schedule.
 - 26.2.5 Preparation of project execution plan.
 - 26.2.6 Inclusion of the project in the budget proposals in coordination with user / indenter / Finance.
 - 26.2.7 Timely preparation of preliminary estimates and drawings.
 - 26.2.8 Obtaining the administrative approval of the appropriate authority.
 - 26.2.9 Arranging of detailed drawings, estimates, tender documents and time scheduling after interaction with the designers / CNP / user / indenter / Contracts Departments.
 - 26.2.10 Project monitoring including interaction with the concerned Departments and monitoring time and cost during execution including arranging approval for deviations, financial sanctions, if any.
 - 26.2.11 Interaction with the Finance Department to ensure speedy and prompt payment to the contractors including clearance of proposals, if any.
 - 26.2.12 Any other work related to the execution of the project.
- 26.3 The project monitoring will be done using the suitable Project Management Module, other tool applications etc., and the monthly progress shall be reported to SBU Head / UH / indenters for information.



CHAPTER 27

CONVENTIONAL METHOD OF TENDERING

- 27.1 All tenders shall be invited through electronic tendering process. However in exceptional cases, where it is not possible to follow e-tendering, tendering may be done in the conventional method after obtaining approval of the competent authority giving detailed justification for the same. In such a case the additional procedure to be followed is as under:
- 27.1.1 Tender document shall be issued to the agencies with proper acknowledgement.
- 27.1.2 Tenders shall be received in the tender box provided at appropriate place in the Company within the stipulated time and date
- 27.1.3 The tenders should be opened by the authorised officials at the appointed time and place in the presence of such tenderers or their representatives, who wish to be present. Before opening the tenders, the signatures of the tenderers / representatives, who are present at the time of opening tenders shall be obtained and it shall be ensured that the agencies have submitted EMD, Technical bid (if called for separately) and price bid together. Incomplete tenders shall not be opened and returned to the agencies concerned. After opening of the tenders the details of the total amount quoted in the tender, EMD, reference to covering letter etc., are to be recorded in the tender opening statement by the officials opening the tender.
- 27.1.4 Officials opening the tenders should make note of the letters accompanying the tenders, corrections, over writings, conditions, if any, put forth by the tenderers, additions to the schedule of quantities, if any, etc., and record the same. The number of corrections, over writings etc., in each page to be serially numbered and initialled by the officials opening the tender. Any ambiguity in the rates in figures / words quoted by the tenderer should be clearly recorded. The entire tender document including covering letter, GCC, SCC, SOQR, drawings and other enclosures, if any, to the tender shall be initialled by the officers opening the tender and corrections, over writings, deviations etc., clearly numbered and recorded.
- 27.1.5 The tenderers should be invited to be present at the time of opening of the tenders. The quoted values, terms and conditions, if any, put forth by the tenderers shall be readout to the tenderers / representatives present at the time of opening the tenders. It shall be made clear to the tenderers / representatives that the total value is subject to arithmetical verification. Individual rates can also be read out in case of request from the tenderers / representatives present.
- 27.1.6 Earnest money deposited by all the tenderers except the lowest tenderer shall be returned / refunded at the earliest after the comparative statement is vetted by Finance. EMD deposited by L1 tenderer shall be sent to Finance.
- 27.1.7 Late tenders (i.e., tenders received after the specified time for tender opening) and delayed tenders (i.e., tenders received before the time specified for tender opening but after the time specified in NIT for submission of tender) should not be considered. The cover containing such offers need not be opened but to be returned to the tenderer with the date and time of receipt clearly recorded on the envelop and duly signed by a responsible officer.
- 27.1.8 The price bids of agencies, who do not meet the Techno-Commercial requirements shall be returned unopened intimating the reasons for not opening the price bid.



- 27.1.9 A few of the additional checks that shall be done by the Finance are given below :
- 27.1.9.1 Tenders were opened in the presence of the Finance representative.
 - 27.1.9.2 Any alterations / corrections in the rates quoted, have been attested by the officials opening the tenders and the Finance representative.
 - 27.1.9.3 Comparative Statement is checked with the original tenders.
 - 27.1.9.4 Acknowledgment from the agencies for issue of tender.
 - 27.1.9.5 Tender opening statement
 - 27.1.9.6 Details of EMD furnished.



CHAPTER 28

BANNING / BLACKLISTING OF FIRMS

- 28.1 BEL enters into contract with firms for rendering services. The firms should ensure to carry out the entrusted work as specified in the order. However, certain firms fail to meet the above requirements resulting in considerable hardship to the Company. Some firms resort to unethical practices causing loyalty and security concerns to the Company / Country. In order to overcome these situations and to ensure conformity with the order, the Company has to take adequate preventive actions. One of the methods employed is to eliminate such firms from participating in the future services of the Company. Business dealings with such firm may be stopped by banning that firm.
- 28.2 **Procedure for Banning or Blacklisting:**
- 28.2.1 The proposal for banning or blacklisting of a firm may be initiated by the affected Department giving detailed justification for the same.
- 28.2.2 The proposal for banning or blacklisting is required to be routed through the concerned Contracts Department:
- 28.2.3 Based on the information received from the initiating Department, a show cause notice shall be served on the firm by the Engineer-in-charge. The reply if any received, from that agency shall be examined and if found not satisfactory, recommendation for banning or blacklisting, shall be forwarded for the approval of the competent authority. In case reply is not received within 30 days of sending the show cause notice, case for banning or blacklisting shall be processed further. However, if reply furnished by the agency is satisfactory and is duly endorsed by the initiating Department and the banning or blacklisting is not justified, then the proposal shall be treated as closed.
- 28.2.3.1 Competent authority for approving the ban is:
- 28.2.3.1.1 If the banning is within the SBU only, then it shall be approved by the respective SBU Head.
- 28.2.3.1.2 If the banning is at the Unit level, then it shall be approved by the respective Unit Head.
- 28.2.3.1.3 If the banning is at Company level, then it shall be approved by Corporate Office.
- 28.2.4 **Applicability:**
- 28.2.4.1 It is clarified that the banning order:
- 28.2.4.1.1 Issued by Corporate Office / Ministry of Defence shall apply to all the offices / SBUs / Units.
- 28.2.4.1.2 Issued by SBUs / Units shall be applicable to respective SBUs / Units.
- 28.2.4.1.3 Issued by other companies do not automatically apply to BEL.
- 28.2.5 **Revocation:**
- 28.2.5.1 The revocation of banning shall be approved by the same competent authority that has earlier approved the banning of that firm. The revocation order shall be issued by the concerned Departmental Head of Contracts after completion of banning period with the approval of Corporate Office / Unit / SBU, as the case may be.

- 28.2.5.2 Revocation can be considered during the period of banning at the Corporate Office/ Unit / SBU, depending on the proper justification by the initiating department of the SBU / Unit.
- 28.2.5.3 Communication for revocation of ban received from MOD shall be effected accordingly.

28.2.6 The records shall be updated from time to time and such updated records of banning / revocation shall be maintained by the concerned Contracts Department.

28.3 Blacklisting:

28.3.1 The Contractor will be blacklisted if the contractor:

- 28.3.1.1 Has been banned earlier by the Company and again fails to execute the works on more than one occasion continuously or more than one work which are in progress simultaneously.
- 28.3.1.2 Abandons abruptly the work after executing only a minor portion of the work without valid reasons (less than 10%)
- 28.3.1.3 Is proved to be responsible for major constructional defects.
- 28.3.1.4 Is proved to be indulged in any acts that affect the image of the organization.
- 28.3.1.5 Is charged with and proved guilty in any other issues considered very serious.
- 28.3.1.6 Carried out any illegal activities, is blacklisted by any Department of the Central / State Government.
- 28.3.1.7 Is confirmed evader of Central/State taxes / duties.
- 28.3.1.8 Misbehaves / threatens the Company staff.
- 28.3.1.9 Declared bankrupt.
- 28.3.1.10 Other irregularities.

28.3.2 In any case as mentioned above, the merits and demerits of the case shall be thoroughly examined and get satisfied regarding irregularities committed by the contractor before taking the action of black listing. The contractor shall be blacklisted for a period of 5 years. The authority for approval of cases of blacklisting shall be CHAIRMAN and MANAGING DIRECTOR.



CHAPTER 29

ESCALATION / DE-ESCALATION

29.1 This works contract manual has not considered escalation / de-escalation of rates due to varying market conditions in respect of prices of materials, labour, fuel etc., subsequent to award of contracts. However, for major works, if majority of the prequalified agencies request for escalation, during pre-bid / techno-commercial meetings, the tender committee may recommend suitable escalation clause for the particular tender. In such cases, it is to be ensured by the tender committee that a suitable de-escalation clause is also discussed with the prequalified agencies and the same is also made as part of the tender. The escalation and de-escalation clauses shall be duly approved by the competent authority. The escalation may be considered only for the stipulated contract period and not for extended contract period, if any attributable to the agency / contractor. The escalation clause shall not be made applicable to those extra / substituted items, where rates have been derived based on local market rates.

29.2 Price Variation Clause

29.2.1 As per the clause the price variations shall be reimbursed / deducted for selected materials when there is increase/decrease over the stipulated basic price in the tender.

29.2.2 The work and list of materials for which the basic price to be reimbursed/deducted shall be decided by the CQS Department / Contracts Department / Tender Committee depending on the type of items, quantity of items, scope of work, nature of work, other factors etc., of the work.

29.2.3 The list of items for which the basic price shall be reimbursed / deducted and basic rates for these items shall be indicated in the tender.

29.2.4 Appropriate clause shall be indicated in the tender document for arriving the reimbursement / deduction amount for the basic price.

29.2.5 This reimbursement/deduction shall be made only for the actual quantity of material utilised for the work and/or theoretical quantity derived based on CPWD whichever is less.

29.2.6 The Contactor shall produce the necessary documents like bills / cash memo / vouchers in original for the purchase of materials listed above. The authenticities of bills / cash memo / vouchers are to be confirmed and certified by the Engineer-in-charge before recommending for price reimbursement/deduction.

29.2.7 The tender clause shall clearly indicate that the reimbursement/deduction of basic prices shall be applicable only to the particular contract and not to be considered for any other purpose whatsoever except for calculating the price variation.

29.3 Basic Rate:

29.3.1 Basic rate may be indicated for certain items like reinforcement and structural steel, Vitrified tiles, Granite, Paver blocks and other items as necessary. The basic rate of materials to be considered for quote is mentioned in some of the items of SOQR shall be excluding of all taxes and duties. The cost difference in basic rate of materials only shall be added / subtracted to the quoted rate subject to submission of original GST bills and the same rate shall be verified by Engineer in charge. All wastages, carriages, transportation etc., shall not be considered for payment of cost difference in basic rates.



CHAPTER 30

MICRO, SMALL AND MEDIUM ENTERPRISES

- 30.1 The exemptions / relaxations as applicable to the MSME vendors should be given as per the office orders, circulars, guidance issued by the appropriate authority of the Company from time to time.



CHAPTER 31

COMPLIANCE WITH RIGHT TO INFORMATION ACT

- 31.1 The Company is covered under the provisions of Right to Information Act, 2005. The Company is required to maintain all its records in such a manner to ensure easy access to such records and transparency in the decision taken as per the guidelines of Company issued from time to time. Justifications shall be properly recorded in support of the decision taken.



CHAPTER 32 REGISTRATION OF VENDORS

- 32.1 Enlistment of registered agencies for each type of work shall be made at least once in four years through advertisement in newspapers and also in website. In addition facility for submission of application for registration online shall be made in the website to enable the agencies to apply for registration at any point of time. Such applications shall be scrutinised from time to time and list updated once in six months in every year by contracts department and put up to committee recommendation to include any new eligible agencies or remove existing registered agencies whose performance is not satisfactory. However, the validity of registration may be extended for a period of one year. In all above cases, approval from the competent authority shall be obtained.
- 32.2 The vendor registration certificate shall be issued to all the registered agencies.
- 32.3 The selection of agencies for registration of various categories of work should be made by a Committee consisting of representatives from the Contracts Department, Execution Department, Finance and others, if needed. Any category as required may be added by the Committee formed for registration of agencies. The financial limits for registration of the contractors may be fixed by the Committee based on the nature of work and details furnished by the agencies along with their registration application.
- 32.4 Mandatory criteria for registration of agencies:
- 32.4.1 PF Code
- 32.4.2 ESI Code
- 32.4.3 Goods and Service Tax Registration Number
- 32.4.4 Average annual financial turnover during the last three years ending 31st March of the previous financial year (years to be specified subject to availability of audited profit & loss/balance sheet) shall not be less than 30 % of the Upper financial limit for registration.
- 32.4.5 **Mandatory Criteria with respect to similar work for Routine Maintenance Works and Service Works**
- 32.4.5.1 The agency should have successfully completed / carrying out similar work (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of application, as indicated below (In case, the work on hand, the completed value of the work shall not be less than the value indicated below): **(Note: The present value of similar work completed shall be derived by adding an inflation of 7% every year to arrive at realistic value of work)**
- i) Three similar works each costing per annum not less than 40% of the upper financial limit for registration.
- Or
- ii) Two similar works each costing per annum not less than 50% of the upper financial limit for registration.
- Or
- iii) One similar work costing per annum not less than 80% of the upper financial limit for registration.



If the similar work furnished is from other than Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated / pre-inflated value of similar work under which agency is being prequalified.

32.4.6 **Mandatory Criteria with respect to similar work for all type of works other than Routine Maintenance Works and Service Works**

32.4.6.1 The agency should have successfully completed similar works (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of application, as indicated below: **(Note: The present value of similar work completed shall be derived by adding an inflation of 7% every year to arrive at realistic value of work)**

i) Three similar completed works each costing not less than 40 % of the upper financial limit for registration.

Or

ii) Two similar completed works each costing not less than 50 % of the upper financial limit for registration.

Or

iii) One similar completed work costing not less than 80 % of upper financial limit for registration.

If the similar work furnished is from other than Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified

32.5 If the agency had prequalified for each type of work on Open Tender basis for Rs.100 Lakhs and above, they can be considered for registration under the relevant category of work for tendering works up to Rs.100 Lakhs, in case the agency is willing for registration of their firm with the Company. (Ex: If the agency had already prequalified for similar work viz., civil works of construction / modernisation in nature of value Rs.1000 Lakhs, the same agency may be considered for registration under the relevant category.)

32.6 The Contracts Department shall indicate the average Contractor rating of the registered agencies while obtaining approval for issue of tender documents. If the Contractor rating of the agency is successively poor two times then such agency shall not be considered for issue of tenders. The number of agencies for calling tenders on limited tender basis shall not be less than three.



CHAPTER 33

DISPUTE RESOLUTION AND ARBITRATION

33.1 Dispute Resolution:

- 33.1.1 To the best possible extent dispute arising with the Contractors to be amicably settled by the concerned department heads. In the event the dispute does not get resolved, case to be referred to the Dispute Resolution Board.
- 33.1.2 If a dispute of any kind whatsoever arises between the Company and Contractor in connection with, or arising out of the Contract or the execution of the Works under the contract, whether during the execution of the Works or after their completion and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or evaluation of the Engineer, the matter in dispute shall, in the first instance, be referred in writing to the Dispute Resolution Board (DRB) Management led by SBU / Unit Head, BEL. Within thirty (30) days of having received such notification Dispute Resolution Board shall give notice of decision to the Company and Contractor.
- 33.1.3 If either the Company or the Contractor is dissatisfied with any decision of the Dispute Resolution Board, or if the Dispute Resolution Board fails to give notice of his decision on or before the thirtieth (30th) day after having received notification by either party, then either the Company or Contractor, on or before the thirtieth (30th) day after the expiry of the thirtieth (30th) day give notice to the other party, with a copy for the information of the Dispute Resolution Board, of his intention to commence arbitration, as hereinafter provided, as a matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration. No arbitration shall be commenced unless such notice is given.
- 33.1.4 If the Dispute Resolution Board has given notice of the decision as to a matter in dispute to the Company and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Company or the Contractor on or before the thirtieth (30th) day after the day on which the Dispute Resolution Board decision was made, the said decision shall become final and binding upon the Company and Contractor.”
- 33.1.5 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from the panel of ICADR. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at location near to the Company's office from where the order for the work has been issued shall have jurisdiction to entertain a claim or for enforcement of the award.
- 33.1.6 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 33.1.7 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 33.1.8 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.



33.2 Arbitration:

- 33.2.1 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at location near to the Company's office from where the order for the work has been issued shall have jurisdiction to entertain a claim or for enforcement of the award.
- 33.2.2 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 33.2.3 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 33.2.4 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 33.2.5 In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.
- 33.2.5.1 In the event any dispute or difference shall arise between the parties hereto, such dispute or difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory amendment thereof shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively.

CHAPTER 34 REVERSE AUCTION

- 34.1 Reverse Auction (RA) shall be followed for all Open Tenders if the number of prequalified agencies is more than six (06) and works of value Rs.500 Lakhs and above for customer projects. RA shall be conducted amongst the prequalified agencies in the company website. However, RA can be taken up for other type of tenders also with prior approval from the competent authority with proper justification.
- 34.2 Reverse Auction shall be initiated after opening of price bids. The schedule of Reverse Auction shall be intimated to the bidders.
- 34.3 Only those agencies whose price bid opened by the Company shall be eligible to participate in RA process. However, the H1 bidder (whose quote is highest during tender) will not be allowed to participate in RA process.
- 34.4 The RA Compliance form as per Appendix-31 shall be obtained from all the prequalified agencies before opening of price bid.
- 34.5 Reverse Auction shall be done for a single amount, i.e. on the overall cost of the work and published in the RA.
- 34.6 The 'Starting price' i.e. start price for RA, 'bid decrement', 'Reserve price', 'Auction start time', 'Auction end time' and 'Auction extension time' shall be decided by the Tender Committee before initiating the RA Process. Starting price shall be fixed as L1 price and Reserve price shall be fixed as 5% less than the estimated cost put to tender or 5% less than the L1 price whichever is lower.
- 34.7 Negotiation shall not be conducted after completion of RA process.
- 34.8 The system shall not disclose the name of the L1 bidder, number of bids and names of the bidders on the online portal to anybody prior to the completion of Reverse auction process.
- 34.9 After the completion of the online reverse auction, all bidders who have participated in RA will see the L1 price in RA. System shall provide bidders details along with bid documents at the end of Reverse Auction.
- 34.10 The RA price confirmation as per Appendix-32 shall be obtained from the L1 tenderer in RA within 3 days of completion of RA process by e-mail / in person / registered post / courier.
- 34.11 Total value of the work will be arrived after reducing the discount arises out of RA. The overall reduction / discount will be arrived by applying the percentage obtained by comparing the "Original Quoted price of the L1 bidder in RA" and "Revised quoted price of the L1 bidder in RA". The percentage obtained shall be derived for 2 decimal places.
- 34.12 In case, only one or more bidders participates in Reverse Auction, in such case also, the revised price bid will be opened and recommended for award of work to the new L1 bidder, if the revised quoted offer is less than the start price. A warning notice will be sent to the bidders who have accepted for participating in the Reverse Auction, but not participated in the same and such incidents repeats successively two times with any particular bidder and will be banned for six (6) months in participation of future tenders.
- 34.13 RA shall be treated as failed in the following scenarios:
- 34.13.1 In cases where no bidder login during RA.
- 34.13.2 In cases where no bidder bids in RA.
- 34.14 In cases of failure of RA, the Tender price bids received during tender shall be processed.



- 34.15 Any variation between the final bid value during RA and that in the confirmatory letter forwarded by the bidder is found, the bid will be considered as tampering the tender process and the agency will be banned for six (6) months in participation of future tenders.
- 34.16 The Reverse Auction procedure to be followed and indicated in GCC shall be as per Appendix-33.

CHAPTER 35 DESIGN REVIEW

- 35.1 Various types of Civil and Services related infrastructure works for construction, modernisation, renovation, etc., are being carried out for in-house, customer and CSR requirements. The design review is one of the most important process to be carried out during the design stage of these works. The design reviews should be carried out primarily at the conceptual, tender stage and execution stage. All the design review should be carried out by a Standing Committee. GM's are authorised for formation and re-constitution of the Standing Committee. The Chairman of the committee shall be at least E-VI and above. The various types of design reviews, committee members and points to be reviewed with respect to Civil and Services related infrastructure works (except routine maintenance and services, repairs) which are carried out.
- 35.2 The review shall be organised by the Design Department. (User Department wherever scheme is prepared by them).
- 35.3 The review records duly signed by all the members shall be maintained by the Design Department / User department.
- 35.4 Changes recommended if any during reviews shall be incorporated in the design of Project.
- 35.5 External experts can be engaged if required as decided by the Review Committee.
- 35.6 The review should be carried out for the projects / works carried out through external consultant, in that case the representative of external consultant can be member of review Committee.

Types of Review	Stage of Review	Committee Members	Points to be Reviewed	Remarks
Conceptual Design Review (CDR)	<ul style="list-style-type: none"> Before Administrative approval for the project 	<ul style="list-style-type: none"> Chairman All discipline members from Design & Estimation Team Representatives from Execution team and/or Project Manager Representatives from customer / user Representative from Safety/SHE Committee Representative from security Representative from HR/Legal 	<ul style="list-style-type: none"> Input data Design Concept Preliminary design & drawings Block estimate generated Project functional requirements Technical feasibility Statutory requirements Fire, Safety and Security requirements Factory act / rule requirements 	<ul style="list-style-type: none"> Review by the Committee for the projects of block estimated cost 1 (one) crore and above.
Tender Stage Design Review (TDR)	<ul style="list-style-type: none"> Before approval for Detailed tender document and Technical Sanction for the work 	<ul style="list-style-type: none"> Composition same as Conceptual Design Review (CDR) Representatives from Third party /PEER 	<ul style="list-style-type: none"> Review of CDR reports/ deviations from CDR if any Detailed design and drawings Detailed estimate Tender document (including SCC, DTS, SOQR & Drawings) 	<ul style="list-style-type: none"> Review by the Committee for all the works of estimated cost put to tender more than 50 Lakhs Review by the members of design, estimation, execution and customer/user for all the works of estimated cost put to tender of value 50 Lakhs and lower.

Types of Review	Stage of Review	Committee Members	Points to be Reviewed	Remarks
Execution Stage Design Review (EDR) (only in case of *)	<ul style="list-style-type: none"> • Before issue of execution / Good for Construction drawing 	<ul style="list-style-type: none"> • Composition same as Tender Stage Design Review (TDR) 	<ul style="list-style-type: none"> • Review of TDR reports/ deviations from TDR if any* • Revised requirements of customer if any* • Modifications of design and Drawings (if any)* • Changes in design or deviations* 	<ul style="list-style-type: none"> • Review by the Committee for all the works of estimated cost put to tender more than 50 Lakhs • Review by the members of Design, execution and customer/user for all the works of estimated cost put to tender of value 50 Lakhs and lower.

Appendix - 1**(Para - 3.3.1)**

BHARAT ELECTRONICS LIMITED
Technical Sanction to Detailed Estimate

1. Detailed Estimate No. / Ref No. :
2. Name of Work :
3. Value of Preliminary Estimate as sanctioned in Admin Approval (Rs.) :
4. Estimate Cost Put to Tender (Rs.) :
5. Estimate prepared based on
 - a) CPWD DSR / Prevailing Market / TC Rates :
 - b) Drawing Nos. :
6. Name, Designation and Signature of the official preparing the estimate :
7. Name, Designation and Signature of the official checking and Recommending the estimate :
8. Head (Contracts) :
9. Name, Designation and Signature of the Finance Official Scrutinizing the Estimate :

Technical sanction for the above estimate is accorded.

SANCTIONING AUTHORITY



Appendix - 2
(Para - 5.2.1.4)

BHARAT ELECTRONICS LIMITED
ESTIMATE SHEET

Name of the work :

Detailed estimate number :

List of drawings referred for the estimate :

Sl. No.	Description of Work	Number	Measurements			
			Length	Breadth	Depth	Quantity
1	2	3	4	5	6	7

Prepared by :

Checked by

Appendix - 3
(Para - 5.2.1.4)

BHARAT ELECTRONICS LIMITED

ABSTRACT OF COST

Name of the Work:

Reference to Rates adopted:

Sl. No.	Subheads and Items of work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6

Prepared by :

Checked by



Appendix - 4

(Para 9.1.2)



BHARAT ELECTRONICS LIMITED
(A Govt. of India Enterprise, under the Ministry of Defence)

Bharat Electronics Ltd.,invites applications for empanelment of reputed and experienced agencies for carrying out the following work.

.....

.....The approximate cost of work is Rs.....

For pre-qualification criteria and further details visit website.....
 All Corrigendum / Amendments / Changes, if any will be issued and made available on Website No Corrigendum / Amendments / Changes will be issued in Newspapers. Hence, prospective agencies are advised to keep visiting the Website on regular basis.

Sd/-
HEAD OF CONTRACTS

Date:

Appendix - 5

(Para.7.4.4)

Name of Work: _____

Proforma for the Application**For all type of works other than Routine Maintenance Works and Service Works**

Sl. No.	Description	
1.0	Name and Address details of the firm	
1.1	Name	
1.2	Postal address	
1.3	Contact Person	: _____
1.4	Mobile Nos.	: _____
1.5	Telephone Nos.	: _____
1.6	Fax No.	: _____
1.7	E-mail address (Mandatory)	: _____
1.8	Whether the firm is	_____
2.0	Whether the applicant firm is having a running office in and around	Yes / No
2.1	If No, whether willing to open an office in and around	Yes / No
3.0	Registration with MSME / PWD / CPWD / MES / Govt. / Public Sector Undertakings or any other reputed organisations with type and class of registration.	
4.0	Details of technical personnel available with qualification and experience.	
5.0	List of equipments, machinery, tools and plants etc., available with the contractor for executing the work.	
6.0	Details of civil suit / litigation / arbitration arisen in the contracts executed during the last 3 years including orders regarding exclusions / expulsions or black listing , if any.	Yes / No



Sl. No.	Description	
6.1	If Yes, furnish the details.	
7.0	Any other relevant information / details of the agency may like to furnish.	
8.0	The following Prequalification Requirements are mandatory and shall be filled by the Agency. Details furnished as "Separate Sheet Enclosed" will not be accepted. (Columns left blank, if any, will be treated as Nil and the application will be processed accordingly).	
8.1	<p>Latest Banker's solvency certificate for a value not less than Rs..... from Nationalized / Scheduled Bank issued not earlier than 12 months from the final date of submission of prequalification application. (Photocopy of the Banker's Certificate clearly indicating name and address of the bank, name of firm, financial capability of firm shall be enclosed).</p>	
8.1.1	Value	Rs. _____
8.1.2	Name of Bank	: _____
8.1.3	Date of issue	: _____
8.2	<p>Financial Turnover details for last 3 years (Average annual Financial Turnover shall not be less than Rs.....)</p>	
8.2.1	.....	Rs. _____
8.2.2	.....	Rs. _____
8.2.3	.....	Rs. _____
(Photocopy of the audited balance sheet along with Profit and Loss account statement to be enclosed in proof of Turnover)		
8.3	The agency should have successfully completed similar works (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of prequalification application, as indicated below:	

Sl. No.	Description		
8.3.1	Details of Three similar completed works each costing not less than Rs		
	Sl. No.	Name of Work	Value of Work
	i)		
	ii)		
	iii)		
OR			
8.3.2	Details of Two similar completed works each costing not less than Rs		
	Sl. No.	Name of Work	Value of Work
	i)		
	ii)		
	OR		
8.3.3	Details of One similar completed work costing not less than Rs		
	Sl. No.	Name of Work	Value of Work
	i)		
	<p>Note:</p> <p>(1) The present value of similar work completed shall be derived by adding an inflation of 7 % every year to arrive at realistic value of work. (The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid).</p> <p>(2) This shall be accompanied with the copies of the Work Orders / Purchase Orders and completion certificates indicating the value of work completed issued by respective clients. If the similar work furnished is from other than Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified.</p>		

Sl. No.	Description	
8.4	Goods And Service Tax Registration Number (Photocopy of the supporting documents to be enclosed)	No. _____
8.5	PF Code (Photocopy of the supporting documents to be enclosed)	No. _____
8.6	ESI Code (Photocopy of the supporting documents to be enclosed)	No. _____
8.7	Permanent Account Number (Photocopy of the supporting documents to be enclosed)	No. _____
9.0	List of works on hand indicating the name of work, value of work, stipulated date of completion etc., (This shall be accompanied with the copies of the Work Orders issued by respective clients. These works will also be considered appropriately in addition to completed works for prequalification of agencies.)	

Note:

- 1) The details should be filled in prescribed proforma only.
- 2) Relevant Certificate and Supporting documents shall be enclosed wherever specified.
- 3) All columns / (Sl. Nos.) shall be filled by the agency. Columns / (Sl. Nos.) if left blank will be treated as NIL and the application will be processed accordingly.

I confirm that the details furnished above are true to the best of my knowledge.

DATE:**PLACE :****SIGNATURE AND NAME OF THE AGENCY**

Appendix - 6

(Para 9.1.2)



For all type of works other than routine maintenance works and service works

No.....

BHARAT ELECTRONICS LIMITED
(Government of India Enterprise, under the Ministry of Defence)

Bharat Electronics Ltd., proposes to engage an agency for the work of". The scope of work mainly consists of etc. The approximate value of the work to be tendered is **Rs..... Lakhs.**

1.0 The mandatory prequalification requirements for the work are as under:

1.1 Latest Bankers solvency certificate for a value not less than **Rs.....** from Nationalized / Scheduled Bank issued not earlier than 12 months from the final date of submission of prequalification application. (Photocopy of the Banker Certificate clearly indicating name and address of the bank, name of firm, financial capability of firm shall be enclosed).

1.2 The average annual financial turnover of the agency shall not be less than **Rs.....** during the years, and (Photocopy of the audited balance sheet along with Profit and Loss account statement to be enclosed).

1.3 The agency should have successfully completed similar works (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of prequalification application, as indicated below:

1.3.1 **Three** similar completed works **each** costing not less than **Rs.....**

(OR)

1.3.2 **Two** similar completed works **each** costing not less than **Rs.....**

(OR)

1.3.3 **One** similar completed work costing not less than **Rs.....**

(Notes:

(1) The present value of similar work completed shall be derived by adding an inflation of 7 % every year to arrive at realistic value of work.

(2) This shall be accompanied with the copies of the Work Orders / Purchase Orders and completion certificates indicating the value of work completed issued by respective clients. If the similar work furnished is from other than Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified.)

1.4 The agency shall have Goods and Service Tax Registration Number, PF Code, ESI Code, Permanent Account Number. (Photocopy of the supporting documents to be enclosed).



- 2.0 List of works on hand indicating the name of work, value of work, nature of work, stipulated date of completion. **This shall be accompanied with the copies of the work orders or purchase orders issued by respective clients. These works will also be considered appropriately in addition to completed works for prequalification of agencies.**
- 3.0 **The general details required to be furnished for the work are as under:**
- 3.1 Name, address and registration details of the firm with name of the proprietor, partners and directors.
- 3.2 The applicant firm shall be having a running office in and around or undertake to open an office in and around at least for the period of contract.
- 3.3 Registration with MSME / PWD / CPWD / MES / Govt. / Public Sector Undertakings or any other reputed organizations with type and class of registration.
- 3.4 Details of technical personnel on the rolls with qualification and experience.
- 3.5 List of equipments, machinery, tools and plants etc., available with the agency for executing the work.
- 3.6 Details of civil suit / litigation / arbitration arisen in the contracts executed during the last 3 years including orders regarding exclusions / expulsions or **black listing**, if any.
- 3.7 Registration certificate of establishment as applicable.
- 3.8 Any other relevant information / details of the agency may like to furnish.
- 4.0 The agencies who meet the above prequalification requirement may submit their applications online withindays from the date of publishing of this Expression of Interest (EOI) i.e., on or before in the website as per the **Annexure-I, Annexure-IA and Annexure-IB**. Scanned copies of all the **mandatory** relevant documents in support of the eligibility criterion shall be uploaded in the respective **online covers** as per the **Annexure-I, Annexure-IA and Annexure-IB** along with the relevant documents.
- 5.0 **APPLICATIONS DULY FILLED SHALL BE SUBMITTED IN THE PRESCRIBED FORMAT ONLY. NO OTHER FORMAT WILL BE ACCEPTED. (INCOMPLETE APPLICATIONS ARE LIABLE FOR REJECTION).**
- 6.0 Application received after the due date of receipt will not be entertained. Further details / clarifications if any, can be had from The working hours of the Company on all working days are Hrs. to Hrs. The communication facilities available are **E-mail:, Fax No..... and Telephone No.....**
- 7.0 BEL takes no responsibility for delay, loss or non-receipt of the application sent by post / courier.
- 8.0 **Prequalification will be carried out based on the details furnished by the agencies, feedback from the clients, inspection of the completed / ongoing works etc., of the agencies, if required by BEL and at its sole discretion.**
- 9.0 BEL reserves the right to reject any or all the applications without assigning any reason thereof.
- 10.0 **All Corrigendum / Amendments / Changes, if any will be issued and made available on Website Hence, prospective agencies are advised to keep visiting the Website on regular basis.**

Sd/-
HEAD (CONTRACTS)

DATE:



Appendix - 7

(Para 7.4.4)

BHARAT ELECTRONICS LIMITED

.....

Name of Work: _____

**Proforma for the Application
For Routine Maintenance Works and Service Works**

Sl. No.	Description	
1.0	Name and Address details of the firm	
1.1	Name	
1.2	Postal address	
1.3	Contact Person	
1.4	Mobile Nos.	
1.5	Telephone Nos.	: _____
1.6	Fax No.	: _____
1.7	E-mail address (Mandatory)	: _____
1.8	Whether the firm is	_____
1.9	The agency should have a running office in and around	Yes / No
2.0	Registration with MSME / PWD / CPWD / MES / Govt. / Public sector undertakings or any other reputed organizations with type and class of registration.	
3.0	Details of personnel on the rolls with qualification and experience.	
4.0	Details of civil suit / litigation / arbitration arisen, in the contracts executed during the last 3 years including orders regarding exclusions/expulsions or black listing , if any.	Yes / No
4.1	If Yes, furnish the details.	

Sl. No.	Description	
5.0	Any other relevant information / details of the agency may like to furnish.	
6.0	The following Prequalification Requirements are mandatory and shall be filled by the Contractor. Details furnished as "Separate Sheet Enclosed" will not be accepted. (Columns left blank, if any, will be treated as Nil and the application will be processed accordingly).	
6.1	Latest Banker's solvency certificate for a value not less than Rs..... from Nationalized / Scheduled Bank issued not earlier than 12 months from the final date of submission of prequalification application. (Photocopy of the Banker's Certificate clearly indicating name and address of the bank, name of firm, financial capability of firm shall be enclosed).	
6.1.1	Value	Rs. _____
6.1.2	Name of Bank	: _____
6.1.3	Date of issue	: _____
6.2	Financial Turnover details for last 3 years (Average annual Financial Turnover shall not be less than Rs.....)	
6.2.1	.....	Rs. _____
6.2.2	.....	Rs. _____
6.2.3	.....	Rs. _____
	(Photocopy of the audited balance sheet along with Profit and Loss account statement to be enclosed in proof of Turnover)	
6.3	The agency should have successfully completed / carrying out similar work (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of prequalification application, as indicated below (In case, the work on hand, the completed value of the work shall not be less than the value indicated below):	
6.3.1	Details of Three similar works each costing not less than Rs..... per annum.	
	Sl. No.	Name of Work
	i)	
	ii)	
	iii)	
		Value of work

Sl. No.	Description										
	OR										
6.3.2	Details of Two similar works each costing not less than Rs..... per annum.										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Sl. No.</th> <th style="width: 60%;">Name of Work</th> <th style="width: 20%;">Value of work</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">ii)</td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Name of Work	Value of work	i)			ii)			
Sl. No.	Name of Work	Value of work									
i)											
ii)											
	OR										
6.3.3	Details of One similar work costing not less than Rs..... per annum.										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Sl. No.</th> <th style="width: 60%;">Name of Work</th> <th style="width: 20%;">Value of work</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i)</td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Name of Work	Value of work	i)						
Sl. No.	Name of Work	Value of work									
i)											
	<p>Note:</p> <p>(1) The present value of similar work completed shall be derived by adding an inflation of 7 % every year to arrive at realistic value of work. (The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid).</p> <p>(2) This shall be accompanied with the copies of the Work Orders / Purchase Orders and completion certificates indicating the value of work completed issued by respective clients. If the similar work furnished is from other than Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified.</p>										
6.4	The agency should have their own ESI Code, PF Code, Permanent Account Number (PAN), Goods and Service Tax Registration Number and Registration Certificate of Establishment. Photocopy of the supporting documents have to be enclosed.										

Sl. No.	Description	
6.4.1	ESI Code (Photocopy of the supporting documents to be enclosed)	No. _____
6.4.2	PF Code (Photocopy of the supporting documents to be enclosed)	No. _____
6.4.3	Permanent Account Number (PAN) (Photocopy of the supporting documents to be enclosed)	No. _____
6.4.4	Goods and Service Tax Registration Number (Photocopy of the supporting documents to be enclosed)	No. _____
6.4.5	Registration Certificate of Establishment (for labour oriented works) (Photocopy of the supporting documents to be enclosed)	No. _____
7.0	List of works on hand indicating the name of work, value of work, nature of work, stipulated date of completion. (This shall be accompanied with the copies of the Work Orders or Purchase Orders issued by respective clients. These works will also be considered appropriately in addition to completed works for prequalification of agencies).	

Note:

- 1) The details should be filled in prescribed proforma only.
- 2) Relevant Certificate and Supporting documents shall be enclosed wherever specified.
- 3) All columns / (Sl. Nos.) shall be filled by the agency. Columns / (Sl. Nos.) if left blank will be treated as NIL and the application will be processed accordingly.

I hereby confirm that the details furnished above are true to the best of my knowledge.

DATE:

PLACE :

SIGNATURE AND NAME OF THE AGENCY

Appendix - 8

(Para.9.1.2)



For routine maintenance works and service works

No.....

BHARAT ELECTRONICS LIMITED
(Government of India Enterprise, under the Ministry of Defence)

Bharat Electronics Ltd., proposes to engage an agency for the work of ".....". The scope of work mainly consists ofetc. The approximate value of the work to be tendered is **Rs..... per annum** and the period of Contract will be for

1.0 The mandatory prequalification requirements for the work are as under:

1.1 Latest Banker's solvency certificate for a value not less than **Rs.....** from Nationalized / Scheduled Bank issued not earlier than 12 months from the final date of submission of prequalification application. (Photocopy of the Banker's Certificate clearly indicating name and address of the bank, name of firm, financial capability of firm shall be enclosed).

1.2 The average annual financial turnover of the agency shall not be less than **Rs.....** during the years, and (Photocopy of the audited balance sheet along with Profit and Loss account statement to be enclosed).

1.3 The agency should have successfully completed / carrying out similar work (definition of similar work should be clearly defined) (within India) during the last 7 years from the due date of submission of prequalification application, as indicated below (In case, the work on hand, the completed value of the work shall not be less than the value indicated below):

1.3.1 **Three** similar works **each** costing not less than **Rs..... per annum.**

(OR)

1.3.2 **Two** similar works **each** costing not less than **Rs..... per annum.**

(OR)

1.3.3 **One** similar work costing not less than **Rs..... per annum.**

Notes:

(1) The present value of similar work completed shall be derived by adding an inflation of 7 % every year to arrive at realistic value of work.

(2) This shall be accompanied with the copies of the Work Orders / Purchase Orders and completion certificates indicating the value of work completed issued by respective clients . If the similar work furnished is from other than Private Organization, the same shall be supported with TDS / CST form / form 26AS pertaining to the similar works certified by sales tax authorities / VAT / GST remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified.)



- 1.4 The agency should have their own ESI Code, PF Code, Permanent Account Number and Goods and Service Tax Registration Number. Photocopy of the supporting documents have to be enclosed.
- 1.5 Registration Certificate of Establishment (Mandatory for Labour oriented works). Photocopy of the supporting documents have to be enclosed.
- 1.6 The agency should have a running office in and around
- 2.0 List of works on hand indicating the name of work, value of work, nature of work, stipulated date of completion. **This shall be accompanied with the copies of the Work Orders or Purchase Orders issued by respective clients. These works will also be considered appropriately in addition to completed works for prequalification of agencies.**
- 3.0 **The General details required to be furnished for the work are as under:**
- 3.1 Name, address and registration details of the firm with name of the proprietor, partners and directors.
- 3.2 Registration with MSME / PWD / CPWD / MES / Govt. / Public sector undertakings or any other reputed organizations with type and class of registration.
- 3.3 Details of personnel on the rolls with qualification and experience.
- 3.4 Details of civil suit / litigation / arbitration arisen in the contracts executed during the last 3 years including orders regarding exclusions / expulsions or **black listing**, if any.
- 3.5 Registration certificate of establishment as applicable
- 3.6 Any other relevant information / details the agency may like to furnish.
- 4.0 The agencies who meet the above prequalification requirement may submit their applications online withindays from the date of publishing of this Expression of Interest (EOI) i.e., on or before in the website as per the **Annexure-I, Annexure-IA and Annexure-IB**. Scanned copies of all the **mandatory** relevant documents in support of the eligibility criterion shall be uploaded in the respective **online covers** as per the **Annexure-I, Annexure-IA and Annexure-IB** along with the relevant documents.
- 5.0 **APPLICATIONS DULY FILLED SHALL BE SUBMITTED IN THE PRESCRIBED FORMAT ONLY. NO OTHER FORMAT WILL BE ACCEPTED. (INCOMPLETE APPLICATIONS ARE LIABLE FOR REJECTION).**
- 6.0 Application received after the due date of receipt will not be entertained. Further details / clarifications if any, can be had from The working hours of the Company on all working days are Hrs. to Hrs. The communication facilities available are **E-mail:, Fax No..... and Telephone No.....**
- 7.0 BEL takes no responsibility for delay, loss or non-receipt of the application sent by post / courier.
- 8.0 **Prequalification will be carried out based on the details furnished by the agencies, feedback from the clients, inspection of the completed / ongoing works etc., of the agencies if required by BEL and at its sole discretion.**

- 9.0 BEL reserves the right to reject any or all the applications without assigning any reason thereof.
- 10.0 **All Corrigendum / Amendments / Changes, if any will be issued and made available on Website Hence, prospective agencies are advised to keep visiting the Website on regular basis.**

**Sd/-
Head (Contracts)**

DATE:



Appendix - 9**(Para - 15.2)**

(On a stamp paper of appropriate value)

AGREEMENT

THIS AGREEMENT made at this day of20__ between M/s. Bharat Electronics Limited having its Registered Office, at Nagavara Outer Ring Road, Bengaluru- 560 045 and one of its Units at (hereinafter called the Company) which expression where the context so admits shall include its successors and assigns of the one part and M/s., having its / their Office / Registered Office at (hereinafter called the Contractor) which expression where the context so admits shall include its / their successors and assigns of the other part. THE COMPANY invited tenders for the work of Several firms submitted tenders in response to the invitation. After due consideration, the Company has decided to entrust to the Contractor the work of (hereinafter called 'Works') valued at

FOR THE CONSIDERATION payable under this agreement, the Contractor hereby agrees to complete the execution of Works and handover the Works in a satisfactory manner within the period specified in Annexure-IA to the General Conditions of Contract appended hereto. IT IS HEREBY AGREED between the parties as follows:

- a) The Instruction to tenderers and Conditions for Submission of Tender issued for the work.
- b) The General Conditions of Contract governing this Agreement shall be as contained in Annexure-I hereto.
- c) The Special Conditions of Contract governing this Agreement shall be as contained in Annexure-II hereto.
- d) The Detailed Technical Specifications relating to the Works under this Agreement shall be as contained in Annexure-III hereto.
- e) The Drawings relating to the works under this Agreement and issued so far shall be as contained in Annexure-IV hereto.
- f) The items of Works entrusted to the Contractor, the detailed specification of each item of work, approximate quantities for each item of work to be executed with the required materials and labour, etc., and the rates payable in respect of each completed item of work, shall be as contained in Annexure-V hereto.
- g) The Tender Acceptance Letter governing this Agreement shall be as contained in Annexure-VI hereto.
- h) Letter of Intent No..... dated issued for the work.

THIS AGREEMENT has been executed in duplicate and a copy of each thereof has been kept by the contracting parties.



IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

For CONTRACTOR:

For BHARAT ELECTRONICS LIMITED,

Witness:

- 1.
- 2.

Note:

1. **Witness name and address to be indicated**
2. **Annexure No's shall be indicated as applicable to the specific contract agreement.**



APPENDIX-10
(Para-17.5)

BHARAT ELECTRONICS LIMITED

DEVIATION STATEMENT NO.....

Name of Work : Awarded Value :
 Name of Contractor : Value of Deviation :
 Work Order No. and Date : Total value :

Sl. No.	Item No.	Description of Item in Brief.	Unit	Rate (Rs.)	As per Agreement		As per Actual Execution		Financial Implications		Reasons For Deviation
					Qty	Amount (Rs.)	Qty	Amount (Rs.)	Excess (Rs.)	Savings (Rs.)	

Signature of the Officer Preparing the Statement

Signature of the Officer Verifying the Statement



APPENDIX - 11
(Para-17.6)

BHARAT ELECTRONICS LIMITED

EXTRA ITEM STATEMENT NO.

Name of Work :
Work Order No. and Date :
Name of the Contractor :
Awarded Value :

	Value (Rs.)
Extra items sanctioned till date	
Extra items put up for approval now	
Total	

Sl No.	Extra Item No.	Description of Item in Full	Unit	Qty	Rate (Rs.)	Amount (Rs.)	Reasons for Executing the Extra Item
1	2	3	4	5	6	7	8

Signature of the Officer Preparing the Statement

Signature of the Officer Verifying the Statement

Note: Rate recommended for extra item shall be supported with rate analysis



APPENDIX-12
(Para-17.6)**BHARAT ELECTRONICS LIMITED****SUBSTITUTED ITEMS STATEMENT NO.**

Name of Work :
 Work Order No. and Date :
 Name of the Contractor :
 Awarded Value :

	Value (Rs)
Sub. items sanctioned till date	
Sub. items put up for approval now	
Total	

Sl. No.	Item No.	Description of item in Full As per Tender	Unit	Qty	Amount (Rs.)	Item No.	Description of item in Full as per Execution	Unit	Qty	Rate (Rs.)	Amount (Rs.)	FINANCIAL IMPLICATION		Reasons for substitution	
												Excess (Rs.)	Savings Rs.)		

Signature of the Officer Preparing the Statement

Signature of the Officer Verifying the Statement

Note: Rate recommended for substitute item shall be supported with rate analysis.

Appendix - 13
(Para - 18.2.1)

BHARAT ELECTRONICS LIMITED
SITE ORDER BOOK

Name of Work : Stipulated date of commencement :
 Work Order No. and Date : Actual date of commencement :
 Name of the Contractor : Stipulated date of completion :
 Actual date of completion :

SI. No.	Remarks of the Inspecting Officer or Contractor along with name & designation	Action taken and by whom	Remarks



APPENDIX-14
(Para-18.2.2)**BHARAT ELECTRONICS LIMITED****WORKS DIARY**

Name of Work : Stipulated date of commencement

Work Order No. and Date : Actual date of commencement

Name of the Contractor : Stipulated date of completion

Actual date of completion

Sl. No.	Date	Details of Work Carried Out	Remarks	Signature of	
				Contractor / Representative	Engineer / Representative



APPENDIX-15
(Para-18.2.3)**BHARAT ELECTRONICS LIMITED****CEMENT REGISTER**

Name of Work :
 Work Order No. and Date :
 Name of the Contractor :

Receipt		Consumption				Daily Balance in Hand	Initials of Contractor / Representative	Initials of Engineer / Representative	Remarks		
Date of Receipt	Invoice / Cash Bill No. & Date	Quantity Received	Cumulative Quantity Received	Date	Particulars of Work					Quantity Consumed for the Day	Cumulative Consumption
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)



Appendix - 16
(Para-18.2.4)**BHARAT ELECTRONICS LIMITED**
HINDRANCE REGISTER

Name of Work : Stipulated date of commencement :
 Work Order No. and Date : Actual date of commencement :
 Name of the Contractor : Stipulated date of completion :
 Actual date of completion :

Sl. No.	Nature of Hindrance	Date of occurrence	Period for which is likely to last/date of expiry of hindrance	Period for which extension is required for this particular hindrance	Over lapping period if any, with reference to items	Net extension required	Sign of Contractor / Rep.	Sign of Engr. / Rep	Remarks
1	2	3	4	5	6	7	8	9	10



STANDARD OPERATING PROCEDURE FOR HINDRANCE REGISTER

1. Control No. shall be issued by the Finance department which is generated through ERP System.
2. One register to be issued for one Work Order including Term Contracts.
3. If the Work Order has multiple sites / locations, separate Hindrance register to be issued for each site.
4. Hindrance register shall be pre-printed as per BEL Part No.995010580201 and shall be issued jointly by respective PMG group and Finance department. Finance department will be of the SBU which is releasing the payments relating to the work.
5. The hindrance encountered in the project shall be recorded by the site engineer with the date of the occurrence of hindrance. Hindrance should be recorded within one week hindrance. Any delay should be supported with reasons.
6. The Hindrance(s) recorded shall include only those Hindrances which have impacted the progress of work.
7. The site engineer shall record the date of expiry of hindrance.
8. The no. of days from occurrence to expiry of hindrance shall be recorded.
9. The site engineer shall ascertain the overlapping period of hindrance, if any, and calculate the net extension required for that particular hindrance.
10. During hindrance period, if work is carried out on other fronts, the Engineer in-charge shall decide on the net extension to be granted after considering the work carried out on other front during that period and the overall impact of the hindrance on the progress of work.
11. The site engineer of the project and the contractor representative shall sign in the respective columns agreeing for the same and this shall be validated at regular intervals by Engineer in-charge.
12. At the time of closure of contract the net extension required shall be calculated and put up for management approval for extension of time.
13. Any omissions & commissions in the hindrance register should be supported by relevant authentic documents duly certified by the Engineer in-charge of the project.
14. The Hindrance register shall be uploaded against the respective work order in SAP once a month.



Appendix - 17
(Para-18.2.5)

BHARAT ELECTRONICS LIMITED

REGISTER OF DISMANTLED MATERIALS

(if dismantled material are required to be taken over by BEL)

Name of Work :

Work Order No. and Date :

Name of the Contractor :

Sl. No.	Date of Receipt	Ref. to Item No. of SOQR	Item Description	Opening Balance	Quantity Received	Total Quantity	Dated initials of the Engr. / Rep.	Verification of balance and by whom verified	Remarks
1	2	3	4	5	6	7	8	9	10

BHARAT ELECTRONICS LIMITED

COMPLETION CERTIFICATE

I _____ have _____ inspected _____ the _____ work
.....executed by M/s.
.....vide Work Order No.....dtd.....
today. As a result of this inspection and any previous inspection, I find that the work has been carried
out satisfactorily as per approved specifications and has been completed on There
are no noticeable incompleteness defects except the following:

- ()
- ()
- ()
- ()
- ()
- ()
- ()
- ()
- ()
- ()

These defects should be rectified by the Contractor at his cost, action for which should be taken in terms of the contract agreement.

ENGINEER-IN-CHARGE



No.....

Date:

TO WHOMSOEVER IT MAY CONCERN
COMPLETION CERTIFICATE

This is to certify that **M/s**..... their Office at, have executed the work of "....." as detailed below:

1. Name of the Work :
2. Awarded Value :
3. Work Order No. and Date :
4. Period of Contract (awarded) :
5. Actual Date of Commencement :
6. Actual Date of Completion :
7. Extension of time (if any) granted
 - 7.1 With levy of LD : Yes / No
 - 7.2 Without Levy of LD : Yes / No
8. Final Bill Value :
9. Performance of the Agency :
10. Brief Detail of Scope of Work :

This certificate is issued without any obligation and liability on the part of M/s. Bharat Electronics Limited.

HEAD CONTRACTS

RUNNING ACCOUNT / FINAL BILL

Name of Contractor

Name of work

Serial No. of this bill

No. and date of previous bill for this work

Work Order No.Dated.....

Date of actual commencement of work

Date of actual completion of work

'A' - Account of work executed

Reference to Schedule of Qty and Rates.				Qty. executed up to date as per measurement sheets	payment on the basis of actual measurements (Rs.)				Present Qty
S.O.Q.R No.	Description of work in full	Unit	Rate (Rs.)		Up to date		Since previous bill		
1	2	3	4		6		7		8
			Rs.	P.	Rs.	P.	Rs.	P.	



Reference to Schedule of Qty and Rates.				Qty. executed up to date as per measurement sheets	payment on the basis of actual measurements (Rs.)				Present Qty.
S.O.Q.R No.	Description of work in full	Unit	Rate (Rs.)		Up to date		Since previous bill		
1	2	3	4	5	6		7		8
	Brought over								

Carried Over

Dated Signature of CONTRACTORS/S
with seal

B' ABSTRACT OF RECOVERIES

C' - CERTIFICATE

Certified that the bill has been prepared based on the actual measurements of work done as per approved specifications and approved rates.

Bill prepared by me

Name and dated Signature of contractor with seal

**Name and dated signature of the officer
Verifying the bill**

**Name and dated signature of the Officer
Authorising Payment**



D' - MEMORANDUM OF PAYMENT

I.	Total amount of work done on measured works - up to date		Rs.....
II.	Bank Guarantee / Initial Deposit :		Rs.....
III.	Deductions		
	(1) <u>Security Deposit.</u>		
	(a) From previous R.A.Bill	Rs.	
	(b) From present bill	Rs.	
	(c) Total		Rs.....
	(2) <u>Payments</u>		
	(a) Payment on previous bills		
	B.R. No..... Date.....	Rs.	
	(b) Advance payment		
	B.R. No..... Date.....	Rs.	
	(c) Total :		Rs.....
	(3) <u>Recoveries</u>		
	Income Tax	Rs.	
	GST	Rs.	
	Others	Rs.	
	1		
	2		
	3		
	4		
	Total		Rs.....
	Total Deductions III (1) (2) & (3)		Rs.....
	Net payment		Rs.....

Abstract of Payment

(1)	Net Payment as above	Rs.
(2)	Add Secured advance on materials at site (Statement enclosed)	Rs.
	
		Total amount Rs.
(3)	Deduct Previous secured advance	Rs.
	
	Net Payment cheque	Rs.

Received Rs: (Rupees)
as per above memorandum on account of this work. (Full dated signature of contractor/s)

BILL CERTIFIED FOR PAYMENT

Name and Signature of the Officer
Verifying the bill

Name and signature of the officer
authorising Payment



Appendix - 21
(Para - 20.6)

ORIGINAL / DUPLICATE

FORMAT FOR 50% WORK DONE ADVANCE PAYMENTS ON RUNNING OR FINALBILL

B.R. No.....Dt.....

Name of Contractor.....

Name of work:

Work Order No..... Dated

Bill reference..... Advance

Value of present Bill (Approximate) .. Rs.

Less recoveries (Approximate) .. Rs.

Net due to contractor (Approximate) Rs.

50% of above .. Rs.

Net advance recommended in this Bill Rs.

Advance certified for Rs.

Bill prepared by

Dated Signature of Contractor/Representative

**Dated Signature of the officer
verifying the bill**

**Dated Signature of the officer
authorising payment**



BHARAT ELECTRONICS LIMITED
BILL FORM FOR SECURED ADVANCE ON MATERIALS

B.R. Dt

Name of Contractor :

Name of work :

Serial No. of the bill :

No. and date of the previous bill for this work :

Reference to Work Order No : Dated

Value of Materials (detailed below) Rs.

Advance recommended @75% Rs.

Net amount payable Rs.

This is to certify that non-perishable materials of estimated value of Rs. have been deposited at the work spot by me/us, in connection with the above contract work entrusted to me/us by Bharat Electronics Ltd., which material is deemed to have pledged to Bharat Electronics Ltd., under the general conditions of contract, I/We may be paid a progressive payment of Rs. which is within 75% of the estimated value of the deposited materials.

DETAILS OF MATERIALS

Sl.No	Description of the material	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
Total Rs.					

Bill prepared by

Dated signature of Contractor/ Representative

"Certified that the materials brought to site on the security of which advance is preferred have been priced at not more than the issue rates as per the contract or the prevailing market rates"

Dated signature of the officer verifying the bill
Rank.....Dated signature of the officer authorizing payment
Rank.....

Appendix-24
(Para - 20.11)

ORIGINAL/DUPLICATE

BHARAT ELECTRONICS LIMITED
BILL FORM FOR 75% ADVANCE PAYMENTS ON WORK DONE (BETWEEN BILLS)

B.R No. _____ Dt. _____

Name of Contractor _____

Name of Work _____

Sl. No. of this bill _____

No. and date of the previous bill for this work _____

Reference to Agreement/Work order No. _____

Date of actual commencement of work _____

Value of work done / completed to end of _____ Rs. _____

Deduct previous Running Account Bill B.R. No. _____ Dt. _____ Rs. _____

Advance recommended (limited to 75% of work done.)

Add Secured Advance (if any) _____ Rs. _____

Net advance payable _____ Rs. _____

Bill prepared by _____

Dated Signature of Contractor/Representative _____

AUTHORISATION OF PAYMENT

_____ ADVANCE bill certified for payment of Rs. _____
(Rupees after adjusting all recoveries.)

Dated Signature of the officer
verifying the bill

Dated Signature of the officer
authorizing payment



..... (CONTRACTS)

"Confidential"

Sub: Contractor Rating.

* * *

- 1.0 Name of work:
- 2.0 Name of the Contractor / Agency :
- 3.0 Work Order No. and date :
- 4.0 Value of the work awarded : Rs.
- 5.0 Value of the work completed : Rs.
- 6.0 Stipulated date of Commencement of work :
- 7.0 Actual date of Commencement of work :
- 8.0 Stipulated date of Completion of work :
- 9.0 Actual date of completion of work :
- 10.0 Extension of time (if any) granted :
- 10.1 With levy of LD :
- 10.2 Without levy of LD :
- 11.0 Contractor rating:

(Less than 80 Poor; 81-90 Good; 91-100 Very Good)

Sl. No.	Description	Maximum Marks	Marks Obtained
1.0	Quality of Work (Weightage 30%)		
1.1	Materials used	10	
1.2	Structure / core work	10	
1.3	Finishing	10	
Sub Total		30	
2.0	Speed of Work (Weightage 20%)		
2.1	Adherence to Planning Schedule	08	
2.2	Timely deployment of Materials	05	

Contd/-

Sl. No.	Description	Maximum Marks	Marks Obtained
2.3	Timely deployment of Labour	03	
2.4	Persuasion level (Higher mark is to be given for lower persuasion)	04	
	Sub Total	20	
3.0	Environmental Performance and Safety (Weightage 15%)		
3.1	Compliance to Legal and other Regulatory requirements.	05	
3.2	Training awareness of EMS ISO 14001 Standards and Environment Policy of BEL including Aspect / Impact Requirements.	04	
3.3	Safety Compliance.		
	a) Usage of personnel protective devices.	03	
	b) Emergency preparedness	03	
	Sub Total	15	
4.0	Financial Soundness (Weightage 5%)	05	
5.0	Attitude (Weightage 5%)	05	
6.0	Qualification of Personnel at site (Weightage 15%)		
6.1	Competency of Technical Staff including supervisory.		
6.1.1	Competency of labour deployed	06	
6.1.2	Qualification of Site Staff	09	
	Sub Total	15	
7.0	Availability of Plant and Machinery (Weightage 10%)	10	
	Grand Total	100	

12.0 Overall Performance of the Contractor / Agency - Poor / Good / Very Good

Note:

- If the rating of the Contractor / Agency is less than 80%, then such Contractor / Agency will not be considered for issue of tender document
- The above contractor rating format may be revised from time to time based on vigilance/audit remarks

**Name and dated signature of the
official proposing the rating**

**Name and dated signature of the
official approving the rating**

Check List for putting up proposal for Closure of Contract:-

- | | | | |
|-----|--|---|---------------|
| 1. | Copy of Work Order and SOQR | : | Yes / No / NA |
| 2. | Deviation Statement | : | Yes / No / NA |
| 3. | Extra/Substitute Item Statement (if operated) | : | Yes / No / NA |
| 4. | Basic Rate Derivation (if specified) | : | Yes / No / NA |
| 5. | Hindrance Register (if any) | : | Yes / No / NA |
| 6. | Completion Certificate | : | Yes / No / NA |
| 7. | Sensitive Analysis (if applicable) | : | Yes / No / NA |
| 8. | CAR Policy | : | Yes / No / NA |
| 9. | Vendor Rating | : | Yes / No / NA |
| 10. | As Built Drawings | : | Yes / No / NA |
| 11. | Guarantee for Waterproofing and Anti-termite Treatment (if applicable) | : | Yes / No / NA |

Signature of Engineer-in-charge

**Appendix-27
(Para - 8.9)**

(To be executed on a Stamp Paper of Rs.100/-)

INTEGRITY PACT

1.0 Whereas **Bharat Electronics Ltd.** ("BEL") having its registered office at Outer Ring Road, Nagavara, Bengaluru-560045, India, acting through its **Engineering Services Division Unit/SBU**, represented by General Manager, hereinafter referred to as the Principal and the first party, proposes to award Purchase Order/Works Contract for.....

.....and

M/s.....

....., represented by, Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the **Bidder** and the second party, is willing to offer/has offered the stores/services.

2.0 Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Defence Public Sector Undertaking under Ministry of Defence, Government of India.

3.0 Objectives:

Now, therefore, the Principal and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

3.1 Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their **employee (s)** by following transparent procedures.

4.0 Commitments of the Principal:

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

4.1 The Principal undertakes that no **employee (s)** of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Principal will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular bidder in comparison to other bidders.

4.3 All the **employee (s)** of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4.4 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

4.5 The principal will exclude from the process all the known employees with conflict of interest.



5.0 In case any such preceding misconduct on the part of such **employee (s)** is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings under the IPC / PC Act may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled. The principal will inform the Chief Vigilance Officer in all such cases.

6.0 Commitments of Bidder(s) / Contractor(s):

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any **employee(s)** of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any **employee (s)** of the Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organisation.

6.2 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.3 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.4 In cases of Purchase/Subcontract orders, the Bidder confirms and declares to the Principal that the Bidder is the original manufacturer/authorized distributor/ authorized govt. sponsored Export entity.

6.5 The Bidder confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, as exist. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals.

6.7 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to employee(s) of the Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.8 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.



- 6.9 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 6.10 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7.0 Previous Transgression:

- 7.1 The Bidder declares that no previous transgression occurred in the last three years - immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged *herein* or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidders' exclusion from the tender process.
- 7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8.0 Company Code of Conduct:

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

9.0 Sanctions for Violation:

- 9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on the behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder and to impound any earnest money deposit, if made by the Bidder. However the proceedings with the other Bidder(s) would continue.
 - (ii) The Earnest Money / Security Deposit shall stand forfeited either fully or partially, as decided by the Principal and the Principal shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed without giving any compensation to the Bidder.
 - (iv) To recover all sums already paid by the Principal, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, along with interest.
 - (vi) To cancel all or any other Contracts with the Bidder.
 - (vii) To debar the Bidder from entering into any bid from the Principal for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - (viii) To recover all sums paid in violation of this pact by the Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the **employee(s)** of the principal, or alternatively,



if any close relative of an employee(s) of the Principal has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who is no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

9.2 The decision of the Principal or his nominee to the effect that the Bidder has committed breach of the provisions of this Integrity Pact shall be final and binding on the Bidder, however the Bidder can approach monitor (s) appointed for the purpose of this Pact as per Clause 11 of Pact agreement.

10.0 Fall Clause:

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence Public Sector Undertakings / Ministry of Defence and if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Defence Public Sector Undertakings/ Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal, if the contract has already been concluded.

11.0 Independent External Monitor(s):

11.1 The Principal has appointed Independent External Monitor for this Pact in consultation with Central Vigilance Commission (Names and addresses of the Monitors are given below). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Name of the Monitors: (1)
 Address:

 (2)

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Chairman & Managing Director, BEL.

11.2 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor is under obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

- 11.3 The monitor has signed “Non-Disclosure Agreement” and of “Declaration of Absence of Conflict of interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, BEL and recuse himself / herself from that case.
- 11.4 The principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 11.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. **The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.**
- 11.6 The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated as per Para 11.1 shall examine the case jointly with those whom the case is referred to as per this Para.
- 11.7 The Monitor will submit a written report to the Chairman, BEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 11.8 If the Monitor has reported to the Chairman BEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman BEL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

12.0 Examination of Books of Accounts:

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation.

- 13.0 **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Corporate Office of the Principal i.e., at Bangalore. **“A person signing IP, while representing the matters to the IEMs will await their decision in the matter and shall not approach the courts.”**

- 14.0 **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

15.0 Validity:

- 15.1 The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the principal.

15.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16.0 The Parties hereby sign this Integrity Pact at _____ on _____

BEL
General Manager
Engineering Services Division
Bharat Electronics Ltd.,

BIDDER
Chief Executive Officer

Witness

Witness

1. _____

1. _____

2. _____

2. _____

The Bidder is required to sign and submit Integrity Pact along with the bid.

Note:

- **The value of Integrity Pact to be concluded shall be based on Circulars issued by Corporate Office from time to time.**
- **The name and address of the Independent External Monitor shall be indicated based on Circulars issued by Corporate Office from time to time**



**Appendix-28
(Para - 8.10)****NON DISCLOSURE AGREEMENT**

This Agreement is made on this day of.....20..... (Effective Date) by and between M/s. with its Registered Office at (hereinafter referred to as ".....") which shall include its successors and permitted assigns

AND

M/s. Bharat Electronics Limited, with its Registered Office at Outer Ring Road, Nagavara, Bengaluru-560 045, Karnataka, India through its Unit / SBU located at Post,- PIN..... (hereinafter referred to as "BEL") which shall include its successors and permitted assigns ("....." and "BEL" hereinafter also referred to as "Party" or "Parties" as per the context)

- (A) and BEL wish to enter into discussions for the purpose of "....." (such purpose is hereinafter referred to as "the Purpose").
- (B) In the course of the discussions, the Parties may require to disclose information of a proprietary or confidential nature.
- (C) The Parties wish to define the terms and conditions under which they will disclose such information in pursuit of the Purpose.

NOW THEREFORE, it is hereby agreed as follows:

1. (A) "Proprietary Information" means:

- (i) any information in any medium in tangible or visible form, and
- (ii) any information communicated orally, declared at the time of communication as "Proprietary Information", and subsequently confirmed in writing within a period of thirty (30) days thereafter to have been communicated in confidence, and
- (iii) any copies and extracts of information as aforesaid, any documents or other media to which the same is translated or transferred.

1. (B) and which is

- (i) Identified as being confidential or proprietary, and
- (ii) Owned or controlled by either Party hereto disclosing the same or is entrusted to such Party, and
- (iii) Disclosed to the other Party in relation to the Purpose.

2. (A) For five (5) years from the Effective Date of this Agreement, each Party undertakes:

- (i) to keep the other Party's Proprietary Information confidential using the same degree of care as the receiving Party uses to protect its own Proprietary Information against public disclosure but in no case any less degree than reasonable care; and

Contd/-



-2-

- (ii) not to make any disclosure of the other Party's Proprietary Information to any third party and to use the same only for the Purpose; and
 - (iii) not to make any copies of the other Party's Proprietary Information, or translation or transfer of the same to other documents or media nor to disseminate the same within its own organisation save as it is strictly necessary for the Purpose; and
 - (iv) not to assign the rights and obligations of the Parties without their prior written consent thereto.
2. (B) Provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown:
- (i) is already or hereafter becomes published otherwise than through the fault or negligence of the receiving Party; or
 - (ii) is lawfully obtained by the recipient from a third party having rights to disclose to the receiving Party, without restrictions as to use or disclosure, or
 - (iii) is already known to the receiving Party at the date of receipt of the information pursuant to this Agreement, or
 - (iv) is independently developed by the receiving Party.
 - (v) is required to be disclosed under any law, judicial order or Government order or regulation provided receiving Party gives disclosing Party timely notice, where possible, of the contemplated disclosure so as to give the disclosing Party an opportunity to intervene to preserve the confidentiality of the information.
3. Both Parties undertake to observe all requirements of security regulations of the Governments of India to the extent they apply to Proprietary Information disclosed pursuant hereto.
4. All Proprietary Information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the Proprietary Information received from the other Party and any copies thereof promptly upon request and one copy may be retained for archival purpose.
5. The return of documentation under Clause 4 shall not be deemed to release either Party from its obligations contained in Clause 2 above.
6. This agreement may be terminated by either Party by giving thirty (30) days' written notice to the other Party, and unless terminated sooner, shall automatically terminate one (1) year from the Effective Date or such extended period as the Parties may agree in writing. Each Party's obligation to protect previously received Proprietary Information shall survive any such termination as provided in Clause 2A.
7. No patent, copyright or other intellectual property rights are transferred by this Agreement nor is any right or licence under any invention or patent granted hereunder.
8. The Parties shall each designate a single address and person in their organisation to receive written disclosures and identifications of Proprietary information hereunder and to be responsible for ensuring the observance of this agreement

Contd/-



For :.....

For BEL: Bharat Electronics Ltd., India

.....

.....,

.....

.....

Attn:
PHONE:
FAX:

Attn:
PHONE:
FAX:

9. This Agreement shall be construed and interpreted in accordance with the Laws of India and all disputes arising between the Parties hereto out of or in connection with this agreement shall be amicably settled between the Parties. Where the Parties hereto fail to settle the disputes amicably, within ninety (90) days of the written notice of its existence given by either Party to the other, then such dispute shall be settled by arbitration in accordance with the rules of Arbitration of the International Centre for Alternate Dispute Resolution (ICADR), New Delhi, and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall take place in Bengaluru and be conducted in the English Language. The Arbitration proceedings will be administered by the International Centre for Alternate Dispute Resolution. The award may be entered into a court of competent jurisdiction for its execution forthwith.

10. This Agreement shall come into effect from the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorised representatives on the date first above written.

For and on behalf of:

For and on behalf of:
BHARAT ELECTRONICS LIMITED

Signature :

Signature :.....

Name :.....

Name :.....

Title :.....

Title :.....

Date :.....

Date :.....





BHARAT ELECTRONICS LIMITED

(CORPORATE OFFICE)

BANGALORE

OFFICE OF THE CHAIRMAN AND MANAGING DIRECTOR

No. 21326/18/07-08/CO-VIG

Dt.: 31st May 2007

CIRCULAR

Sub: Splitting of Order quantity - CVC guidelines revised procedure - Regarding

1. CVC has issued specific guidelines relating to the division of patronage / splitting of quantity of orders among the bidders considering the capacity constraint of the bidders. Vide CVC letter No.98/ORD/1 dated 15.03.99 (**copy enclosed at Annexure 'A'**), in cases where L-1 does not have the capacity to supply full quantity, the order should be distributed among L-2, L-3, and so on, depending upon their capacity in a **fair, transparent and equitable manner**.
2. Again, recently vide Letter No.005/CRD/012 dated 3rd March, 2007 (**copy enclosed at Annexure 'B'**), CVC has issued fresh guidelines on distribution of quantities. According to this Circular where the capacity of bidders including L-1 firm is not known in advance and it is not feasible in the bid document to pre-disclose the distribution of quantity and also where L-1 is not capable of supplying the full quantity, then the quantity to be ordered should be distributed among the other bidders in a **fair, transparent and equitable manner**. However, where it is decided in advance to have more than one source of supply (due to critical or vital nature of the item), it is essential that the ratio of splitting of supply should be pre-disclosed in the tender enquiry itself.
3. Considering the above guidelines of the CVC, all the SBUs / Units Heads and Purchase / Works / Sub-Contract Managers and Finance Managers of the company according concurrence shall ensure total compliance of the following guidelines:

3.1 Where capacity of bidder is known before tender enquiry:

Where it is known due to previous supply position or otherwise that no single bidder is capable of supplying full quantity ordered and it is intended to split the quantity among the bidders including L-1, following procedure should be adopted:

- a) Include a clause in the tender enquiry (limited / open) mentioning that order quantity will be split among the bidders at L1 rates as per the capacity of the bidders.

.... 2



: 2 :

- b) Also, include a clause that the bidders should state in their bids specific commitment regarding their capacity to supply **within the stipulated delivery period**.
- c) After opening the tender and finalizing L-1, place order on L-1 to the extent of its capacity to supply within the stipulated delivery period. For the remaining quantity, consider L-2, L-3, L-4 and so on in that order.
- d) If L-2 accepts to supply at L-1 price, place order on L-2 to the extent of its capacity to supply within the stipulated delivery period at L-1 price only.
- e) If L-2 accepts order or not at L-1 price and if quantity is still left out, approach L-3 for L-1 price. If L-3 accepts L-1 price, place order to the extent of its capacity or remaining quantity to supply within the stipulated delivery period at L-1 price.
- f) Consider remaining bidders also in the same order as per the above procedure till complete order quantity is covered.
- g) If no bidder accepts L1 price, order on L-1 to the extent of its capacity and retender for the remaining quantity leaving out L-1. If only few bidders accept L-1 price then retender for the balance quantity leaving out bidders who accept L-1 price.

3.2 Where capacity of bidders is not known before tender enquiry:

Where capacity of the bidders is not known and it is not feasible to pre-disclose the distribution of quantities among the bidders in the bid documents and after opening of the tender it is discovered that quantity to be ordered is far more than what L-1 alone is capable of supplying, then the quantity should be distributed among the L-1, L-2, L-3 and so on, at L-1 price depending upon the capacity of each bidder. The following procedure should be followed:

- a) Include a clause asking the bidders to state in their bids specific commitment regarding their capacity to supply **within the stipulated delivery period**.
- b) Then follow the procedure from c) through g) of Para 3.1.

....3





: 3 :

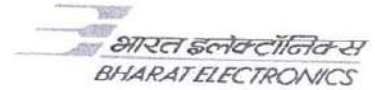
3.3 Where decision taken in advance to place order on two or more sources due to critical nature of item:

Where it is decided in advance to have more than one source of supply due to critical or vital nature of the item irrespective of capacity of vendors to supply, then it is essential that the **ratio of splitting** of supply should be pre-disclosed in the Tender Enquiry itself and the order should be placed on L-1, L-2, L-3, and so on (subject to their capacity to supply) as per the pre-disclosed ratio at the L-1 price. The following procedure should be followed:

- a) Include a clause in the tender enquiry mentioning the ratio of splitting of supply and that splitting will be at L-1 rates only subject to capacity to supply.
 - b) Also, include a clause asking the bidders to state in their bids specific commitment regarding their capacity to supply the quantity **within the stipulated delivery period**.
 - c) After opening the tender and finalizing L-1, place order on L-1 for quantity as per pre-disclosed ratio to supply within the stipulated delivery period at L-1 rates. For the remaining quantity, consider L-2, L-3, L-4 and so on in that order as per pre-disclosed ratio. The splitting of order in the pre-disclosed ratio would be limited to bidders who accept L-1 price only subject to their capacity to supply.
 - d) If complete order quantity is not covered at L-1 rates, re-tender for the balance quantity among the bidders excepting those who received order.
4. In general, in all the above cases of splitting of supply, negotiations should be done initially with **L-1 only if required** and in exceptional cases after approval from competent authority on the proposal justifying negotiation. Also, **the procurement authority should satisfy by their own enquiry or otherwise** as to the committed capacity of the bidders to supply within the stipulated delivery period and while proposing distribution of the order, proper justification giving the result of the enquiry should be mentioned in the proposal.
 5. If **L-1 backs out before placing the order on it or after placing the full order on it**, then full quantity of supply should be re-tendered leaving out L-1. However, when quantity of order is split among L-1, L-2, L-3 etc., and if **any one among L-1, L-2, L-3, etc.**, backs out after placing the order on them, the quantity placed on such firm can be distributed (limited to the capacity of the firm) among L-1, L-2, L-3, etc., in that order at the price of L-1. **Penal action** (banning / blacklisting, forfeiture of Security deposit / Earnest Money deposit) should also be initiated as per the provisions of the Tender / Contract against L-1 if he backs out before or after placing the order and against others if they back out after placing the order.

.....4





: 4 :

6. The above provisions regarding splitting of order, will come into force with immediate effect and Purchase Procedure / Works Contract Procedure / Sub-Contract Procedure of the Company accordingly will stand amended.

CHAIRMAN AND MANAGING DIRECTOR

All Unit / SBU Heads	}	For issuing necessary instructions to all the concerned for strict compliance
All GMs		

Chairman, Sub-Contract Procedure Committee	}	For information
Chairman, Purchase Procedure Committee		
Chairman, Works Contract Procedure Committee		

All Directors – for information

Appendix - 30

(Para 20.8.3)

DEED OF HYPOTHECATION FOR MATERIAL ADVANCE AGREEMENT

MEMORANDAM OF AGREEMENT MADE THIS DAY of 20..... between M/s. (hereafter called the CONTRACTOR) which expression where the context so admits shall include their/his successors, legal representative and assigns of the part and M/s BHARAT ELECTROLICS LTD. Having its registered office at and one of the unit at (hereafter called company) which expression where the contest so admits shall include its successors and assigns of the other part.

WHEREAS by an agreement No..... the company entrusted work of of the value of Rs. to the contractor.

AND WHEREAS under the provision of the said agreement executed between the parties, all material brought and left upon the ground by the contractor or by his order for purpose of the execution of the work under the aforesaid agreement are considered as the property of the company and the said material are not to be removed or taken away by the contractor or any other person without the consent of the company in writing.

It is hereby agree as follows:

1. In consideration of the company agreeing to advance 75% of the value of the material brought by contractor to the site of work, from time to time and required in the execution of the work under the aforesaid agreement the contractor here by agrees with the company that the said advance amount may recovered in the above said manner.
2. The contractor here by agrees that they shall not remove the said items and shall be used only for the purpose of executing the contract under the aforesaid agreement. The contractor shall be responsible for the proper security, storage and accounting of the material on the own expense at the site of work. The company shall not be liable to the contractor for any loss, which may occur during its custody of the materials.
3. In the event of default on the contractor in the execution of the contract under the aforesaid agreement and in the event of the advance under the agreement not being liquidated by the contractor, the power of sale conferred by law on the company shall be exercisable by public auctions or private contract in respect of entire goods in one lot at the discretion of the company. Before exercising such power of sale as aforesaid the company shall give at least one month's notice to the contractor.

IN WITNESS where of the contractor has signed this agreement the day and year first above written.

Signature of the Contractor with seal



RA Compliance Form

(The bidders are required to print this on their company's letterhead)

To,

Head Contracts

.....
Bharat Electronics Limited,
.....

.....

Sub: Compliance to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the tender document for the work against BEL tender enquiry No..... dt.....

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines and the RA terms and conditions 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 RA auction online software / conversant RA auction online software and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email/ give by hand the letter as per Appendix-8 for price confirmation after completion of RA event, besides sending the same by registered post/ courier / by hand to M/s. BEL.

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

With regards

Signature with company seal

- **This document should be submitted along with techno-commercial bid / tender / as indicated in the NIT.**

RA Price Confirmation

(To be submitted by L1 bidder after completion of RA)

To

Head Contracts

.....
Bharat Electronics Limited,
.....
.....

Sub: Final price quoted during Reverse Auction and breakup of rates for individual items

Dear Sir,

We confirm that, we have quoted. **Rs.{ _____in value & in words_____ } for item(s) covered under tender enquiry No. {...} dt.{...}**

Total price quoted for the items covered under above cited enquiry is as per clause no....of "Instruction to tenderers and conditions for submission of tender" and our final prices quoted during the Reverse Auction conducted today {date} is valid for a period of { ___ in nos. & in words ___ } days.

We hereby confirm that, the rates of individual items of the work can be arrived by applying the percentage variation obtained by comparing "Our quoted price" of Rs..... quoted in the initial tender and "our quoted amount of Rs.....in RA", on all items of Schedule of Quantities and Rates published in the tender.

Total

=====
- Rs. in value & in words
=====

Thanking you and looking forward to the valuable order from BEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



Appendix - 33
(Para 34.16)**PROCEDURE FOR REVERSE AUCTION (RA)**

- 1.0 Tendering will be conducted amongst the approved / prequalified Agencies as per the works contracts procedure by uploading the tender documents onto the net in the Company website as per the instructions given in NIT.
- 2.0 Subsequently, RA will be conducted (amongst the approved / prequalified agencies who have quoted) in the Company website online.
- 3.0 **Procedure for submission of bids by the bidders during Reverse auction online.**
- 3.1 Bidders shall login using their login ID & Password (during the above process insert the e-Token / Smartcard containing DSC physically into their system before clicking on Login button, when prompted enter the DSC PIN).
- 3.2 Click on My Auctions button, to view the Published Auction Details in which bidder has qualified.
- 3.3 For participating in Live Auction, Click on Live Auction Button given in left side of page.
- 3.4 Click on View button to participate in Auction Lots. There are List of Lots in which Bidder has qualified and can participate then click on Hammer Icon to participate in respective bid/lot. System will show Start price, Decremental price and Current price against each lot. Current Price appears as Blank, in case no bidder has offered their price. Enter your Price in "My Auction Price" as per rule, then sign it digitally by clicking on Sign Icon.
- 3.5 Click on submit button to complete the Auction submission.
- 3.6 System will show your Latest Price Quoted and system will also show Least Amount which any Bidder would have quoted.
- 4.0 **Terms and conditions for Reverse Auction are as follows:**
- 4.1 Reverse Auction will be initiated after opening of price bids. The schedule of Reverse Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.
- 4.2 Only those bidders whose price bid has been opened by the Company shall be eligible to participate in RA process. However, the H1 bidder (whose quote is highest during tender) will not be allowed to participate in RA process.
- 4.3 Bidders are advised to read the 'RA terms and conditions' indicating details of RA event carefully, before reverse auction event.
- 4.4 Reverse Auction will be done for a single amount, i.e. on the total overall cost of the work, as such, "Starting Price" will be fixed based on the total cost of work and published in the RA auction.
- 4.5 The 'Starting price' i.e. start price for RA and 'bid decrement' will be decided by the Company.
- 4.6 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - 4.6.1 Leading (Running Lowest) Bid in the Auction.
 - 4.6.2 Start Price.
 - 4.6.3 Decrement value.



- 4.7 There will be no participation fees for e-Reverse auction.
- 4.8 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.
- 4.9 The bidding direction of RA is downward. Bidders cannot raise their bid once the event has opened and they have submitted a bid.
- 4.10 The system will not disclose the name of the L1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.
- 4.11 There shall be no communication between the Company and bidders and among bidders.
- 4.12 Bidders only see the lowest bid during reverse auction. At no point of time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 4.13 After the completion of the online reverse auction, all bidders who have participated in RA will see the L1 price in RA and further processing will be done.
- 4.14 System will provide bidders details along with bid documents at the end of Reverse Auction.
- 4.15 As Reverse Auction bidding is done for the overall amount of the work, as such, after RA, total value of the work will be arrived after reducing the discount arises out of RA. The overall reduction / discount will be arrived by applying the percentage variation obtained by comparing the "Original overall Quoted price of the bidder (i.e., L1 bidder in RA)" and "Revised Overall quoted price of the L1 bidder in RA".
- 4.16 In case, only one or more bidders participates in Reverse Auction, in such case also, the revised price bid will be opened and recommended for award of work to the new L1 bidder, if the revised quoted offer is less than the start price. A warning notice will be sent to the bidders who have accepted for participating in the Reverse Auction, but not participated in the same and such incidents repeats successively two times with any particular bidder.
- 4.17 RA shall be treated as failed in the following scenarios:
 - a) In cases where no bidder login during RA.
 - b) In cases where no bidder bids in RA.
- 4.18 In cases of failure of RA, the Tender price bids received during tender will be processed.
- 4.19 The successful bidder after RA shall be required to submit the letter as per Appendix-33 for price confirmation and sending the same by e-mail / in person / registered post / courier to the Company.
- 4.20 Any variation between the final bid value during RA and that in the confirmatory letter forwarded vide Appendix-33 will be considered as tampering the tender process and will invite action by the Company.
- 4.21 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 4.22 All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by BEL will form a binding contract between BEL and the bidder for entering into a contract. The last successful bid price quoted by bidder will be considered as valid price at any point of time during RA.
- 4.23 If a bidder does not submit bid in the Reverse Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse Auction or the price quoted in the price bid, whichever is lower.

- 4.24 In case of disruption of service at the service provider's end while the Reverse Auction Procedure (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be "Start Bid" price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system / SMS / e-mail through e-procurement portal. All the time stipulation of normal RAP will be applicable to the restarted RAP.
- 5.0 **Post auction procedure:** The Company will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 6.0 **Schedule for Reverse Auction:** The Reverse Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.
- 7.0 **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue tilltimes extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.
- 8.0 **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per work / tender (Total cost of the work) as indicated in the tender.
- 9.0 **Validity of bids:** Price shall be valid for a period of 3 months from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 10.0 Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry **No.....dated**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, the Company shall take action as per the tender terms and conditions.
- 11.0 The Company's decision on award of contract shall be final and binding on all the Bidders.
- 12.0 The Company reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 13.0 The Company reserves the right to suspend or pause the reverse auction, if required. In such eventuality the duration of the auction shall be extended by Company for the period for which auction was under pause/suspension.
- 14.0 The Company 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 Company shall be binding on the bidders.
- 15.0 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 the Company is not responsible for such eventualities.
- 16.0 Other terms and conditions shall be as per tender enquiry **No.....dated**

-
- 17.0 Bidder shall not divulge either his Bids or any other exclusive details of the Company 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 will be taken against such bidders as per banning procedure of the Company.
- 18.0 Tender price bid (s) means the price bid (s) received during tendering for the work.
- 19.0 RA closing price bid means the lowest online price bid received after the completion of RA.
- 20.0 NIT means Notice Inviting Tender / Invitation to Tender.
- 21.0 Tenderers to give their acceptance in their offer for participation in RA. Those tenderers who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'RA compliance form' along with techno-commercial bid / tender/ as indicated in the NIT. The RA compliance form is enclosed at Appendix-32 of NIT. Non-acceptance to participate in RA may result in non - consideration of their bids, in case the Company decides to go for RA" and the decision of the Company is final on the same.





INVITATION TO TENDER
INSTRUCTIONS TO TENDERERS
AND
GENERAL CONDITIONS OF CONTRACT
(Civil, Electrical, Mechanical and Composite Works)

Name of work: _____

BHARAT ELECTRONICS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

REGISTERED OFFICE:

Nagavara, Outer Ring Road, Bengaluru - 560 045, INDIA
Phone: 080-25039300, Fax: 080-25039305, Web: www.bel-india.in



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BHARAT ELECTRONICS LIMITED
(A Government of India Enterprise, Ministry of Defence)

Phone:
E-mail:
Website:

INVITATION TO TENDER

No.....
Date:

Dear Sir / Sirs,

Sub:

Ref: Tender Enquiry No......

Name of the Work	Estimated Cost of Work (Rs.)	Duration of Contract Period

- 1.0 Tender document pertaining to the above mentioned work has been uploaded in the **website**..... Tenderers are advised to go through the instructions provided in NIT '**Instructions for Online Bid Submission**'. *(To be formed based on type of tendering)*
- 2.0 Tenderers are required to go through all the conditions and other details pertaining to the tender like General Conditions, Special Conditions, Detailed Technical Specifications, Drawings, SOQR etc. Tenderers are hereby requested to download the tender document from the website and quote for the same as mentioned below;

(It is indicative only. To be formed based on type of tendering)

- 2.1 **First, upload the following documents online in "COVER-1" before submission of quote.**
- 2.1.1 Duly filled and signed scanned copy of "**Bid Security Declaration**" (Annexure-...) in **".pdf format"**. *(if applicable)*
- 2.1.2 Scanned copy of duly signed and sealed "**Integrity Pact**" (As per Appendix-....) in **'pdf format'**. *(if applicable)*
- 2.1.3 Duly filled and signed scanned copy of "**Tender Acceptance Letter**" (Annexure-.....) in **".pdf format"**.

Note: The offer of the agency is liable for rejection if the above documents as per the respective annexure are not uploaded in cover -1.

- 2.2 **Then, upload price bid in Cover-2 as follows:**

- 2.2.1 **"Price bid / SOQR / BOQ" online in 'Excel format'**



3.0 Tenderers shall upload the relevant documents called for in the tender / website along with their quote. Tender of those tenderers who have not uploaded the relevant document in the website along with their quote is liable for rejection. Hard copy of tender documents will not be accepted.

4.0 **Tender Schedule:-**

Sl. No.	Particulars	Date	Time
1	Tender E-Publishing Date and Time		
2	Tender Document Download Start Date and Time		
3	Tender Document Download End Date and Time		
4	Seek Clarification Start Date and Time (.pdf file to be uploaded)		
5	Seek Clarification End Date and Time		
6	Prebid Meeting		
7	Online Tender Submission Start Date and Time		
8	Online Tender Submission End Date and Time		
9	Online tender opening Date & Time (Technical bid - Cover 1)		
10	Online tender opening Date & Time (Price bid - Cover 2)	Will be intimated later through system generated e-mail and SMS.	

If the date fixed for online opening of tenders is subsequently declared as holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

- 5.0 In order to facilitate the tenderers to clearly understand scope of work and also terms and conditions of tender, a pre-bid meeting will be held as indicated above before the tenderers submit their tenders. All the tenderers are requested to attend the prebid meeting without fail. It will be presumed that, the tenderer who do not attend the prebid meeting, has made himself aware of the scope of work to be executed and terms and conditions of the tender and his quoted rates shall be deemed to include the points clarified in the prebid meeting. Proceedings of the prebid meeting shall form part of the contract and will be binding on the contractor **(if applicable)**.
- 6.0 Tenderers are hereby advised to submit their offers online well before the closing hours as any delay in submission of tenders due to slow internet accessibility or for any other reason will not be accepted by the system.
- 7.0 The tender will be opened online by the bid openers as per the schedule of tender mentioned above in the office ofin the presence of such of those tenderers or their representatives who may choose to be present.
- 8.0 The tenderers shall enter into an Integrity Pact with M/s. Bharat Electronics Limited as per the proforma enclosed at Appendix-.... Each page of the Integrity Pact Proforma shall be duly signed by the tenderer's authorized signatory. The tender is liable for rejection, if it is not accompanied with the Integrity Pact. Integrity Pact to be furnished in hard copy shall be deposited in the tender box situated in the office of, Engineering Services, M/s. Bharat Electronics Limited,on or before stipulated due date and time for submission of tenders. Tenders submitted online without submitting the required Integrity Pact shall be liable for rejection. **(if applicable)**
- 9.0 Corrigendum, amendments etc., to the tender, if any, shall be issued online only. Prospective tenderers are requested to visit the website regularly.
- 10.0 Any particulars or information regarding the proposed work can be obtained from the office of theon any working day during office hours fromHrs. to Hrs.
- 11.0 Tender Forms are not transferable.

- 12.0 The rates in the tender should remain valid for a period of Three (3) Months from the date of opening of the price bid.
- 13.0 Canvassing in any form will entail disqualification.
- 14.0 Conditional tenders are liable for rejection.
- 15.0 Detailed procedure for quoting is available in the website
- 16.0 Your User ID and password shall be chosen by you during enrolment of DSC in the Portal You are advised to change your password if required.
- 17.0 Thanking you,

Yours faithfully,
For BHARAT ELECTRONICS LIMITED,

HEAD CONTRACTS



Instruction to Tenderers and Conditions for Submission of Tender

The Tenderers are requested to comply with the following Instructions and Conditions while submitting their tender for the work.

- 1.0 The Company reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 2.0 The Company may, at its discretion, distribute the works among several tenderers and / or execute some of the works departmentally.
- 3.0 Proforma for the agreement required to be executed is at Appendix-2.
- 4.0 The tenderer shall quote for all items of the tender and any incomplete tender is liable for rejection.
- 5.0 Submission of tender by the tenderer implies that he has read the Instructions to Tenderers and all other Contract documents and has made himself aware of the scope and the specifications of the work to be executed after satisfying himself on due inspection of Site as to the conditions of Site, availability of materials, local conditions and other relevant matters having a bearing on the execution of the works, including cost thereof.
- 6.0 No conditions or clarifications shall be entertained after opening of price bids. In such an event, the tender is liable for rejection and action will be taken as per sub clause 8.1 to 8.3 below.
- 7.0 The tenderer should quote his rate with respect to the description and specifications indicated against each item of work in the Schedule of Quantities and Rates.
- 8.0 If a tenderer withdraws his offer after opening of price bids or after communication of acceptance of his tender by the Company or fails to execute the Agreement within the time specified in the Letter of Intent issued by the Company or fails to Commence the work within the prescribed time specified in the Contract, the following action will be taken:
 - 8.1 The Earnest Money / Security Deposit paid by the tenderer shall be forfeited to the Company or recovered out of the Bank Guarantee furnished by the agency.
 - 8.2 The agency will not be allowed to participate, if the same work is re-tendered.
 - 8.3 The agency will be banned from participating in any of the future tenders of the Company for a period of two years from the date of withdrawal of offer.
- 9.0 The tenderer should ensure that he qualifies to quote for the work before submitting the tender. A mere issue of the tender document to the tenderer cannot be construed as his having the requisite entitlement to quote for the work.
- 10.0 The L1 tenderer shall obtain GST certificate registered at respective location and furnish to M/s. Bharat Electronics Limited at the time of preferring bills.
- 11.0 THE TENDERERS ARE REQUESTED TO QUOTE THEIR MINIMUM PRICE AND MAY NOTE THAT THERE WOULD BE NO NEGOTIATION EXCEPT WITH THE LOWEST TENDERER, IF NECESSARY.
- 12.0 Tenderers are requested to log on to the net till the date of submission of tenders for amendments (if any). Amendments will be uploaded on to the net up to the previous day of closing of tenders. The quote received will be deemed to have taken into account all the amendments uploaded from time to time.



- 13.0 The quotes shall be submitted online. The tenderers may please note that the quotes submitted online shall be valid for all the terms and conditions, specifications, drawings (if any) of the tender uploaded.

**NAME, ADDRESS AND
SIGNATURE OF THE TENDERER**

ACCEPTING AUTHORITY



Appendix-1

On a Stamp Paper of appropriate value,
(From any Nationalised or Scheduled Bank)

BANK GUARANTEE

(To cover payment of Earnest Money Deposit and conditions of Tender)

To,
M/s. Bharat Electronics Limited,
(Registered Office),
Nagavara,
Outer Ring Road,
BENGALURU - 560 045,

Dear Sirs,

1. In consideration of your agreeing to accept Bank Guarantee for Rs.....
..... in lieu of payment from M/s.
..... having its / their Office / Registered Office at
..... (hereinafter called the Tenderer) towards the Earnest
Money Deposit in respect of your Tender Notice No..... dated calling for tender
for..... at
and for the due fulfilment of the terms and conditions of the said tender notice we hereby
undertake and agree to indemnify and keep you Indemnified to the extent of
Rs..... (Rupees only).
2. In the event of any loss or damages, costs, charges or expenses caused to or suffered by
you by reason of any breach or non-observance on the part of the tenderer of any of the
terms and conditions of the said tender notice, we shall on demand and without reference to
the tenderer, irrevocably and unconditionally pay you in full satisfaction of your demand the
amounts claimed by you; Provided that our liability under this guarantee shall not at any time
exceed Rs..... (Rupees..... only).
3. The guarantee herein contained shall remain in full force and effect till you finalise the tender
and select the tenderer of your choice and it shall, in the event of the said tenderer being
selected and entrusted with the said works, continue to be enforceable till the said
tenderer executes the Agreement with you and commences the work as stipulated under the
terms and conditions of the said tender and till you certify that the terms and conditions of
the said tender have been fully and properly carried out by the said tenderer and accordingly
discharges this guarantee.
4. We also agree that your decision as to whether the tenderer has committed any breach or
non- observance of the terms and conditions of the said tender shall be final and binding on
us.
5. We undertake to pay to the Company any money so demanded notwithstanding any
dispute or disputes raised by the contractor(s) in any suit or proceedings pending before
any court or Tribunal relating thereto, our liability under this present being absolute and
unequivocal.
6. The payment so made by us under this bond shall be a valid discharge of our liability for
payment there under and the contractor(s) shall have no claim against us for making such
payment.
7. This guarantee shall continue to be in full force and effect for a period of six months from the
date of issue. Notwithstanding the above limitation, we shall honour and discharge the
claims preferred by you within thirty days of the expiry of this guarantee.
8. We shall not revoke this guarantee during its currency except with your previous
consent in writing.
9. This guarantee shall not be affected by any change in the constitution of our Bank or of
the tenderer firm.



- 10. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto, shall in no way relieve us of our liability under this guarantee.

Dated this..... day of.....20

Yours faithfully,
For.....

Signature and Seal
Of the Bank

(AUTHORISED SIGNATORY)



Appendix-2

On a Stamp Paper of appropriate value,
(From any Nationalised or Scheduled Bank)

AGREEMENT

THIS AGREEMENT made at this day of.....20.....Between M/s. Bharat Electronics Limited having its Registered Office, at Nagavara Ring Road, Bengaluru- 560 045 and one of its Units at..... (hereinafter called the Company) which expression where the context so admits shall include its successors and assigns of the one part and M/s..having its / their Office/Registered Office at (hereinafter called the Contractor) which expression where the context so admits shall include its / their successors and assigns of the other part. THE COMPANY invited tenders for the Several firms submitted tenders in response to the invitation. After due consideration, the Company has decided to entrust to the Contractor the..... (hereinafter called ' Works ') valued at Rs.....

FOR THE CONSIDERATION payable under this agreement, the Contractor hereby agrees to complete the execution of Works and handover the Works in a satisfactory manner within the period specified in Annexure-IA to the General Conditions of Contract appended hereto. IT IS HEREBY AGREED between the parties as follows:

- a) The Instruction to tenderers and Conditions for Submission of Tender issued for the work.
- b) The General Conditions of Contract governing this Agreement shall be as contained in Annexure-I hereto.
- c) The Special Conditions of Contract governing this Agreement shall be as contained in Annexure-II hereto.
- d) The Detailed Technical Specifications relating to the Works under this Agreement shall be as contained in Annexure-III hereto.
- e) The Drawings relating to the works under this Agreement and issued so far shall be as contained in Annexure-IV hereto.
- f) The items of Works entrusted to the Contractor, the detailed specification of each item of work, approximate quantities for each item of work to be executed with the required materials and labour, etc., and the rates payable in respect of each completed item of work, shall be as contained in Annexure-V hereto.
- g) The Tender Acceptance Letter governing this Agreement shall be as contained in Annexure-VI hereto.
- h) Letter of Intent No..... dated..... issued for the work.

THIS AGREEMENT has been executed in duplicate and a copy of each thereof has been kept by the contracting parties.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

For CONTRACTOR:

For BHARAT ELECTRONICS LIMITED,

Witness:

- 1.
- 2.

Note:

- 1. **Witness name and address to be indicated**
- 2. **Annexure no's. shall be indicated as applicable to the specific contract agreement.**



Appendix-3

On a Stamp Paper of appropriate value
(From any Nationalised or Scheduled Bank)

BANK GUARANTEE

(To cover payment of Security Deposit)

To,
M/s. Bharat Electronics
Limited, (Registered Office),
Nagavara,
Outer Ring Road,
BENGALURU – 560 045,

Dear Sirs,

Applicable for civil works and composite tenders

1. In consideration of your agreeing to accept Bank Guarantee for Rs..... in lieu of any initial cash deposit and a recovery of 10% from out of the individual bill value of the running account bills of M/s. having its / their Office / Registered Office at (hereinafter called the Contractor) towards Security Deposit for the due performance of the Contract entered into by them for the at in accordance with the terms and conditions agreed to by the Contractor and for the due fulfilment of the said Contract or of the terms and conditions contained therein, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs..... (Rupees..... only).

OR

Applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc.

1. In consideration of your agreeing to accept Bank Guarantee for Rs..... from M/s. herewith having its/their Office/Registered Office at (hereinafter called the Contractor) towards Security Deposit for the due performance of the Contract entered into by them for the at in accordance with the terms and conditions agreed to by the Contractor and for the due fulfilment of the said Contract or of the terms and conditions contained therein, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs..... (Rupees..... only).
2. In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Contractor of any of the terms and conditions contained in the said contract, we shall on demand and without reference to the Contractor irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you; Provided that our liability under this guarantee shall not at any time exceed Rs..... (Rupees..... only).



3. This guarantee herein contained shall remain in full force and effect till you certify that the terms and conditions of the said contract have been fully and properly carried out by the Contractor, and that the Contractor has furnished necessary deposit or fresh guarantee towards his obligations during the Defect Liability period of the works or till this guarantee is duly discharged by you in writing.
4. We also agree that your decision as to whether the Contractor has committed any breach or non-observance of the terms and conditions of the said Contract shall be final and binding on us.
5. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
7. This guarantee shall continue to be in full force and effect up to and inclusive of..... Notwithstanding the above limitation, we shall honour and discharge the claims preferred by you within sixty days of the expiry of this guarantee.
8. We shall not revoke this guarantee during its currency except with your previous consent in writing.
9. This guarantee shall not be affected by any change in the constitution of our Bank or of the Contractor.
10. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us of our liability under this guarantee.

Dated this..... day of..... 20

Yours faithfully,
For.....

Signature and Seal
Of the Bank

(AUTHORISED SIGNATORY)

The following note is applicable for civil works and composite tenders

Note:

The above Bank Guarantee proforma shall be adopted when the Contractor furnishes Bank Guarantee for total Security Deposit at the time of commencement of Contract. In case the Contractor chooses to furnish the Bank Guarantee for the total Security Deposit at any time during the run of the Contract, the Bank Guarantee proforma as given in Appendix-3 shall become applicable except the first para which shall be read as follows:



“In consideration of your agreeing to refund the initial cash deposit and ten percent cash recovery made in the running account bills towards Security Deposit from M/s. having its / their Office / Registered Office at.....
.....
..... (hereinafter called the contractor) towards Security Deposit for the due performance of the Contract entered into by them for the
In accordance with terms and conditions agreed to by the Contractor and for the due fulfilment of the said Contract or of the terms and conditions contained therein we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs.....(Rupees.....
.....only)”.



Appendix-4

On a Stamp Paper of appropriate value
(From any Nationalised or Scheduled Bank)

**BANK GUARANTEE
(To cover defect liability)**

To,
M/s. Bharat Electronics Limited,
(Registered Office),
Nagavara,
Outer Ring Road,
BENGALURU – 560 045.

Dear Sirs,

1. In consideration of your agreeing to accept Bank Guarantee for Rs.....in lieu of cash deposit from M/s.
.....
(hereinafter called the Contractor) being the deposit to be kept by you during the Defect Liability period in respect of (hereinafter called works) executed and completed by the Contractor on and in accordance with the terms and conditions of the Contract dated and for the due fulfilment of the said Contract or of the terms and conditions therein, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs..... (Rupees..... only).
2. In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-performance by the Contractor of the terms and conditions during the Defect Liability Period in respect of the works as stipulated under the said contract, we shall on demand and without reference to the Contractor irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you; Provided that our liability under this guarantee shall not at any time exceed Rs..... (Rupees..... only).
3. The guarantee herein contained shall remain in full force and effect during the Defect Liability Period stipulated by you. In the event of the Contractor failing to rectify the defects and undertake repair work or to replace any material or bad workmanship carried out in the works under the said Contract arising out of defects or other faults which may appear within months from the date of handing over of the works to you, which in your opinion is due to use of defective or improper materials or bad workmanship and not in accordance with the drawings and specifications or instructions, then the amount demanded by you is payable under this guarantee.
4. We also agree that your decision as to whether the Contractor has committed any breach or non-observance of the terms and conditions of the said Contract shall be final and binding on us.
5. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
7. This guarantee shall continue to be in full force and effect for a period of..... months from the date of issue. Notwithstanding the above limitation, we shall honour and discharge the claims preferred by you within thirty days of the expiry of this guarantee.
8. We shall not revoke this guarantee during its currency except with your previous consent in writing.



- 9. This guarantee shall not be affected by any change in the constitution of our Bank or of the Contractor.
- 10. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us of our liability under this guarantee.

Dated this..... day of.....20

Yours faithfully,
For.....

Signature and Seal
Of the Bank

(AUTHORISED SIGNATORY)



Appendix-5

PROFORMA FOR GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

This Agreement made this day of Two Thousand between M/s..... (hereinafter called the Guarantor of the one part) and M/s. Bharat Electronics Limited (hereinafter called the Company of the other part)

Whereas this agreement is supplementary to a contract (hereafter called the contract) dated and between the Guarantor of the one part and the Company of the other part whereby the Contractor inter-alia undertook to render the buildings and structures such as roof of the buildings, over head water tanks, under ground tanks, lift pits, basement, toilets etc., in the said contract recited completely water and leak proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structure will remain water and leak proof for years from the date of handing over of the building after completing the water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment provided by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be..... years to be reckoned from the date of handing over of the building works on completion of water proofing treatment.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof of other structures or alteration and for such purpose.

- a) Misuse of roof shall mean any operation which will damage roofing treatment like chopping of fire wood and things of the same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in parts.
- c) Damaging or puncturing of the water proofing treatment provided to over head tanks or basement on underground tank or lift pit for providing any Public Health / Electric connection or any other reasons whatsoever.
- d) The decision of the Engineer with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all the defects and in case of any defect being found, render the building water proof to be satisfaction of the Engineer at the cost of the Guarantor and shall commence the work for such rectification within seven days from the date of issue of the notice by the Engineer calling upon him to rectify the defects, failing which the work shall be got done by the Company through some other contractor at the Guarantor's cost and risk. The decision of the Engineer as to the cost payable by the Guarantor shall be final and binding.



That if the Guarantor fails to execute the water proofing or commits breach there under, then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expenses or otherwise which may be incurred by the Company by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or cost incurred by the Company, the decision of the Engineer shall be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator and by for and on behalf of the Company on the day, month and year first above written.

SIGNED, sealed and delivered by (OBLIGATION) in the presence of

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE COMPANY BY
..... in the presence of:

- 1.
- 2.

Appendix-6

**PROFORMA FOR GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL
OF DEFECTS AFTER COMPLETION IN RESPECT OF ANTI-TERMITE TREATMENT
WORKS**

This Agreement made this day of Two Thousand between M/s..... (hereinafter called the Guarantor of the one part) and M/s. Bharat Electronics Limited (hereinafter called the Company of the other part).

Whereas this agreement is supplementary to a contract (hereafter called the contract) dated and between the Guarantor of the one part and the Company of the other part whereby the Contractor inter-alia undertook to render the buildings and structure in the said contract completely free from any infestation of termites.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to effect that the said structure will remain free from any infestation of termites for a minimum period of ten years from the date of handing over of the building after completion anti-termite treatment.

NOW THE GUARANTOR hereby guarantees that anti-termite treatment provided by him will render the structures completely free from any infestation of termites and the minimum life of such anti-termite treatment shall be ten years to be reckoned from the date of handing over of the building on completion of anti-termite treatment.

Provided that the Guarantor will not be responsible for damage caused due to structural defects or misuse of premises / area.

- a) Misuse of roof shall mean any operation which will disturb the chemical barrier like excavation under floors, breaking of walls at ground level disturbing the treatment already carried out.
- b) The decision of the Engineer with regard to cause of damage shall be final.

During this period of guarantee, the Guarantor shall make all the arrangements to do the post constructional anti-termite treatment in the buildings in case of any termite nuisance being found in the building, and such anti-termite treatment shall be carried out to the satisfaction of the Engineer at the cost of Guarantor and shall commence the work for such treatment within seven days from the date of issue of notice by the Engineer calling upon him to rectify the defects, failing which the work shall be got done by Company through some other contractor at the Guarantor's cost and risk. The decision of the Engineer as to cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breach there under, then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expenses or otherwise which may be incurred by the Company by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Company, the decision of the Engineer shall be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator
and by for and on behalf of the Company on the day, month and year first above
written.

SIGNED, sealed and delivered by (OBLIGATOR) in the presence of

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE COMPANY BY.....
..... in the presence of:

- 1.
- 2.



No.....

Annexure-I

GENERAL CONDITIONS OF CONTRACT

Applicable for all works like Civil, Electrical, Mechanical, Communication and Composite Tenders etc.

(Except Term Contract and Annual Maintenance Contract works)

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* * *



1.0 Definitions and Interpretation:

1.1 Definitions:

- 1.1.1 In these General Conditions of Contract the following expressions shall have the definitions and interpretations given hereunder:
- 1.1.2 'Company' shall mean "Bharat Electronics Limited". The rights and obligations of the Company exercisable under the Contract, other than those exercisable by the Engineer or his representatives, shall be exercised by the Authority designated in Annexure-IA hereto. The said Authority shall be Accepting Authority for the purpose of the contract and shall have full powers to revise, amend, withdraw or cancel the actions taken by the Engineer in respect of the powers exercisable by the Engineer.
- 1.1.3 'Contractor' shall mean an individual or firm (Proprietary or Partnership) or Company whether incorporated or not, that has entered into Contract with the Company and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons composing such firms or Company or successors of such firms or Company or the permitted assigns of such individual or firm or Company. Changes in the constitution of the firm or Company, if any shall be immediately notified to the Company, in writing, and approval obtained for continued performance of the Contract.
- 1.1.4 'Contract' shall mean, collectively all covenants, terms and stipulations contained in the various portions of the Contract Agreement and the Annexures thereto.
- 1.1.5 'Works' shall mean the works to be executed in accordance with the Contract.
- 1.1.6 'Engineer' shall mean the officer of the Company designated as such in Annexure-IA hereto or any other officer appointed by the Company from time to time and notified to the Contractor as authorised to act as Engineer for the purpose of the Contract.
- 1.1.7 'Drawings' shall mean, collectively all the drawings attached to the Contract and made a part thereof, and also altogether new drawings issued by the Engineer in terms of the Contract and / or such supplementary drawings as the Engineer may issue from time to time in order to elucidate the said contract drawings or to show details not shown thereon.
- 1.1.8 'Specification' shall mean, collectively all the terms and stipulations contained or referred to in the General Conditions of Contract, Special Conditions of Contract, Detailed Technical Specifications, Schedule of Quantities and Rates, and shall include all such amendments, revisions, removals or additions as may be made during the period of execution of the works and all written instructions to be issued by the Engineer in terms of the Contract, pertaining to the method and manner of performing the work or to the quantities and qualities of the work to be performed or materials to be furnished under this Contract.
- 1.1.9 Wherever in this Contract the words 'Directed', 'Required', 'Permitted', 'Ordered', 'Designed', 'Considered', 'Necessary' or like words are used, it shall be understood that the said directions, requirements, permission, order, design, etc., of the Engineer or the Company are intended. Similarly, words 'Approved', 'Acceptable', 'Satisfactory', or like words shall mean approved by or acceptable or satisfactory to the Engineer or the Company as the case may be, unless any other meaning is plainly intended.
- 1.1.10 'Site' shall mean the land (s) and other place (s) on, under, in, into or through which the works are to be executed and shall include any other land (s) or place (s) provided by the Company for the purposes of the Contract.

1.1.11 'Contract value' shall mean :

- 1.1.11.1 In the case of Lump sum Contracts, the price payable to the Contractor as mentioned in the Contract.
- 1.1.11.2 In the case of Item Rate Contracts, the cost of the Works arrived at after extension of the quantities shown in the Schedule of Quantities and Rates by the item rates quoted by the tenderer and accepted by the Company for the various items.
- 1.1.11.3 In the case of Percentage Rate Contracts, the estimated value of the Works computed at the rates in accordance with the schedule of Rates specified, adjusted by Contractor's percentage and as accepted by the Company.

1.1.12 'Deviation' shall mean an order given by the Engineer to effect an alteration in addition to, or deduction from or variation from the scope or nature of work to be done in terms of the original Contract.

1.1.13 'Final Bill' shall mean the actual quantum of work executed against each item in BOQ, extra and substituted Items and deviations.

1.1.14 'Notice in writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by Registered Post to the last known private or business address or Registered Office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.1.15 'Date of commencement of work' shall mean (a) 14 days from the date of Letter of Intent or date of Agreement whichever is earlier or (b) the actual date of handing over of the site to the Contractor, whichever is later. If the date of commencement of work is indicated in the letter of intent, this will prevail over other conditions indicated above.

1.1.16 'Equipment' shall mean and include any plant and equipment or parts thereof, including associated electricals, instruments, materials stores and goods to be provided under the contract for achieving completion of works as per specifications.

1.1.17 Unless otherwise specified, the latest IS Specifications and Code of Practice for respective items of Works shall be deemed to be applicable to this Work.

1.1.18 If there is anything inconsistent between these General Conditions of Contract and the Special Conditions of Contract attached hereto, the latter shall prevail.

1.2 Singular and Plural:

1.2.1 Where the context so requires, words imparting the singular shall include the plural and vice-versa.

1.3 Heading or Notes:

1.3.1 Headings and marginal notes to these General conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2.0 General Obligation:**2.1 Inspection of Site:**

2.1.1 The location of work is detailed in Annexure-IB enclosed. However, the exact location shall be got confirmed from the Engineer before taking up the execution of work. Scope of work is indicated in Annexure-IB enclosed. The scope of work indicated therein is only indicative of the probable nature of works and the entire scope of work is not limited to the information furnished therein. The Contractor shall be deemed to have quoted after having satisfied himself as to the nature of the sub-soil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water and other main electrical and communication cables etc., and



other things as regards any connections they may have with the works the subject matter of the Contract, and he shall be deemed also to have inspected the Site of the Works and surroundings, the means of access thereto and to have generally obtained his own information on all matters and things which can in any way influence his tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points or of any other inaccuracies in the reference thereto which may appear on the drawings or in the specifications or other records nor shall the Contract be nullified in consequence of any such misunderstandings, incorrect information or inaccuracies.

2.2 Maintenance of Contract Documents:

- 2.2.1 The Contractor shall be furnished, free of charge a certified true copy of the Contract Document and two sets of drawings (if applicable) which may be issued during the progress of the work. He shall keep these Documents at the site Office in good order and the same shall at all reasonable times be made available for inspection and use by the Engineer or his representatives or by other Inspecting Officers of the Company.
- 2.2.2 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.

2.3 Daily Progress Report:

- 2.3.1 A Daily Diary Progress Report will be kept in the Engineer's Office or at the Site Office. The Contractor or his representative will furnish every day at 09:00 hours, details of work for the day preceding and the report will be written up by the contractor or its representative every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness. A Works Instruction Book, serially numbered in the format to be prescribed by the Engineer will also be kept in the Engineer's Office or at Site Office and all day-to-day instructions to the Contractor will be written in that book. The Contractor or his representative shall report at 09.00 hours every day to see these instructions and sign them at the bottom in token of his having seen them. This shall be applicable for work costing more than Rs.50 Lakhs.

2.4 Monthly Progress Reports:

- 2.4.1 The contractor or his representative shall submit monthly progress report in a format prescribed by Engineer-in-charge.

2.5 Contractor's Site Office and Amenities:

- 2.5.1 The responsibility for providing any accommodation, feeding and sanitary necessities for the workmen employed by the Contractor shall be exclusively that of the Contractor and such facilities can be outside the Site provided by the Company. The Company may allot space for the Contractor to build his temporary site office and / or storage shed and the same should not be used for housing any labour or supervisory staff of the Contractor. Unless otherwise directed, the Contractor shall within two weeks of the completion of the Contract, remove the temporary constructions and hand over to the Company the space made available to him in a clean and tidy condition, failing which the Completion Certificate will not be issued.
- 2.5.2 The Contractor shall not allow his workmen to put up any unauthorised hutments, canteens or teashops etc., on the Company's property. These, if any, shall be with the knowledge and prior approval of the Engineer in writing.
- 2.5.3 It shall be very clearly understood that the Contractor shall not put up any structures for housing his labour or his supervisory staff on the Company's land without the specific prior consent of the Company.

2.6 Employment of Efficient and Competent Staff on Works:

- 2.6.1 The Contractor shall provide and employ on the Site in connection with the works only such efficient and competent Engineers and Supervisors and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineers / Supervisors shall be considered to have the same force as if these had been given to the Contractor himself. The Contractor shall engage



obedient, honest and trust worthy labourers for work. If in the opinion of the Engineer, any labour and staff is found not suitable for work or is of doubtful character, he shall at once be removed from the work. The Contractor shall engage the following minimum Technical staff at site of work apart from the other staff / workers.

2.6.1.1 Graduate Engineer with a minimum of 2 years experience in the relevant field -Nos.

2.6.1.2 Diploma Engineer with a minimum of 5 years experience in the relevant field - No.

2.6.1.3 Wireman with appropriate license. Valid till the probable date of Completion. - No.

2.6.1.4 Any other requirement to be specified.

2.6.2 In the event of the Engineer being of the opinion that the Contractor is not employing on the Works sufficient number of staff and workmen as is necessary for the proper completion of the Works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take additional staff and labour (at his own expense) specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instruction will entitle the Company to rescind the Contract under clause 8.1.1 of these conditions.

2.6.3 Notwithstanding any provisions contained in clauses 2.6.1 and 2.6.2 above, the Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person who, in the opinion of the Engineer misconducts himself or is incompetent or negligent in the performance of his duties and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced by the Contractor as soon as possible by a competent substitute.

2.7 Employment of Licensed Labour force:

2.7.1 The Labour force employed for specialized works such as plumbing, Electrical, Welding etc., shall be possessing the valid licence issued by the appropriate authorities.

2.8 Identification Badges / Passes:

2.8.1 The Contractor shall provide each of his employees including labour with identification badge at his cost. The employees shall display the badges on their person so that the badges are clearly visible for checking by the gateman as they enter the premises of the Company. The badges shall be serially numbered. The Contractor's initials shall be printed above with an identification number on the badge.

2.8.2 The Contractor should immediately notify the Company if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such cases where special permission of the Company / Engineer is obtained.

2.9 Assignment and Sub-letting:

2.9.1 The Contractor shall not assign or sub-let the whole or any portion or portions of the Contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the Company. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause. The permitted sub-letting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Company and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

2.10 Contractor's Co-ordination:

2.10.1 If during the course of the Contractors work, other works of the Company or of other Company's Contractors are also in progress within the same Plant / Site the Contractor is to use his best efforts to work in harmony with all the others and in the best overall interest of the Project / Work.



2.11 Security Deposit:

Clause 2.11.1 to 2.11.5 are applicable for civil and composite tenders. Clause 2.11.6 to 2.11.9 are applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

- 2.11.1 For the due fulfilment of the Contract by Contractor, a Security Deposit shall be furnished by him as under:
- 2.11.1.1 An initial security deposit of 1% of the Contract value subject to a maximum of Rs.5 Lakhs shall be paid by the Contractor by way of Demand Draft payable in the name of the Company from any Nationalized / Scheduled Bank at the time of signing of the agreement. In case where the Contractor had paid the Earnest Money by way of Demand Draft while submitting his tender for the work, the amount so deposited and lying with the Company will be adjusted towards this initial Security Deposit and the balance to make up 1% of the contract value or Rs.5 Lakhs whichever is less shall be payable by the Contractor at the time of signing of the Agreement. Where the Contractor had submitted Bank Guarantee towards Earnest Money, the same will be returned to the Contractor after the receipt of Initial Security Deposit as indicated above.
- 2.11.1.2 A recovery at the rate as mentioned below of the value of the bill shall be made from all running account bills towards security deposit and such recovery shall be continued until the amounts deposited in terms of sub-clause 2.11.1.1 above and the amounts recovered from the bills total for an amount mentioned below inclusive of Initial Security Deposit. The Security Deposit recovered including the Initial Security Deposit furnished at the time of concluding the agreement shall be returned along with the final bill at the end of contract period subject to satisfactory completion of the work and recoveries, if any.
- 2.11.1.2.1 Contract Value : Up to Rs.10 Crores
Security Deposit : 10% of contract value or Rs.80 Lakhs whichever is less.
- 2.11.1.2.2 Contract Value : Above Rs.10 Crores and upto Rs.25 Crores.
Security Deposit : 8% of contract value or Rs.150 Lakhs whichever is less.
- 2.11.1.2.3 Contract Value : Rs.25 Crores and above
Security Deposit: 6% of contract value or Rs.240 Lakhs whichever is less.
- 2.11.2 If the Contractor so desires, he may furnish a Bank Guarantee as per proforma at Appendix-3 from a Nationalised / Scheduled Bank in lieu of payment by Demand Draft towards initial security deposit and deductions from the running account bills towards security deposit. Such a Guarantee could be furnished either at the commencement of the Contract or at any time during the period of the Contract. In the latter event, the Contractor may, after furnishing the Bank Guarantee according to sub clause 2.11.1.2 above, claim refund of the actual amount paid by Demand Draft and / or deducted from the running account bills.
- 2.11.3 In all cases, the bank Guarantee should be kept valid up to the date of completion of the Works or the extended period if any.
- 2.11.4 No interest shall be payable by the Company to the Contractor for the amount of the Security Deposit furnished in cash or demand draft or recovered from bills.

- 2.11.5 The Security Deposit or the Bank Guarantee furnished under this clause shall become due for refund or for discharge as the case may be, only after the completion of the Works and settlement of the dues to the Company and after the Contractor furnishes a fresh deposit or Bank Guarantee in accordance with clause 7.1.2 towards Defect liability.

OR

- 2.11.6 The successful tenderer shall give a Bank Guarantee as per proforma at Appendix-3 for an amount mentioned below as Security Deposit, at the time of signing of the agreement at Appendix-2 for satisfactory execution of the contract. This Bank Guarantee shall be kept valid till the completion of the works, final commissioning and issue of a Final Acceptance Certificate by the Engineer.

2.11.6.1 Contract Value : Up to Rs.10 Crores
Security Deposit: 10% of contract value or Rs.80 Lakhs whichever is less.

2.11.6.2 Contract Value : Above Rs.10 Crores and upto Rs.25 Crores.
Security Deposit: 8% of contract value or Rs.150 Lakhs whichever is less.

2.11.6.3 Contract Value : Rs.25 Crores and above
Security Deposit: 6% of contract value or Rs.240 Lakhs whichever is less.

- 2.11.7 Earnest Money, if any paid by the successful tenderer will be returned after furnishing the Bank Guarantee for the Security Deposit.

- 2.11.8 If the successful tenderer fails to commence the work within the prescribed time specified in the contract the Security Deposit shall be forfeited to the Company and amount recovered from out of the Bank Guarantee furnished by him.

- 2.11.9 The Bank Guarantee furnished as Security Deposit under this clause shall become due for discharge only after the completion of the works, final commissioning and issue of a final acceptance certificate by the Engineer, settlement of dues to the Company and after the Contractor furnishes a Bank Guarantee in accordance with Clause 7.1.4 towards Defect Liability.

2.12 Watching and Lighting:

- 2.12.1 The Contractor shall at his own cost provide night watchmen at all parts of the work where necessary or required by the Engineer. He shall also keep all open trenches, excavations or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing hoards and temporary bridges to protect and assist the normal traffic. The Contractor shall also at his own cost erect temporary fences on the Site where required by the Engineer.

- 2.12.2 The contractor shall specifically note that the site of work shall be maintained neat and tidy and no construction materials / debris are left lying haphazardly at the site of work. The site of work shall be cordoned off with temporary fencing / barricading with GI sheets / PVC sheets / or any other suitable materials as directed by Engineer-in-charge at his own cost

2.13 Water Supply and Electricity:

- 2.13.1 Unless otherwise provided in the Contract, the Contractor shall be responsible for all the arrangements needed to obtain supply of water and electricity necessary for the Work at his own cost.

2.14 Compliance with Local Laws etc.:

- 2.14.1 The Contractor shall comply with all Acts, Rules, Bye-Laws, Regulations and all other statutory requirements local or other Authorities having jurisdiction over the site and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices, and keep the Engineer informed of the said compliance with such Act, Rules, Bye-Laws, Regulations, Statutory requirements, payments made, notices issued and received.



2.14.2 The following clauses shall be applicable for Electrical works:

- 2.14.2.1 The installation, testing and commissioning of all electrical works shall generally be in conformity by concerned State Electricity regulatory commission and Electricity Supply Companies, as amended up to date, relevant Indian Standard Code of Practices for Electrical Installation in Buildings (latest), National Electrical Code (latest) and Supply Regulations as stipulated.
- 2.14.2.2 The Contractor shall ensure that the electrical works shall be carried out by the agency holding valid electrical Contractor's License of appropriate class issued by the State Electrical Inspectorate and licensed wiremen.
- 2.14.2.3 Installation work shall be carried out under the supervision of a Supervisor holding the supervisory competency certificate issued by the State Electrical Inspectorate.

2.15 Statutory and other Obligations Regarding Workmen:

- 2.15.1 The Contractor shall comply with Central / Local and State Regulations and Enactments pertaining to workmen and labour and the Engineer shall have the right to enquire into and decide all complaints on such matters.
- 2.15.2 The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour (Regulation and Abolition) Act and the Rules and Orders issued there under from time to time.
- 2.15.3 The Contractor shall be liable to pay the wages directly to the workmen employed by him on the works without the intervention of any Jamedars or Thekadars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamedars / Thekadars from the wages of the workmen.
- 2.15.4 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC numbers, make timely contribution towards ESI and PF in accordance with the provisions of relevant acts from time to time in respect of labour engaged by him for all the works executed in the Company. The Contractor should contact the jurisdictional ESI and PF authorities and arrange to observe all formalities such as maintenance of muster rolls, opening of identification cards, making remittance etc. The proof of having remitted ESI and PF contribution as well as clearance obtained from the authorities will have to be given by the Contractor while preferring the bills.
- 2.15.5 The Contractor shall work only during the daylight hours as approved by the Engineer unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given, no liability in respect of any excess cost arising there from shall be borne by the Company.
- 2.15.6 The Contractor shall be solely liable for all the pecuniary and other consequences arising on account of any violation or default by him in respect of the provisions of the above mentioned Acts and Regulations and any other statutory obligations which may be in force regarding the conditions of employment of workmen from time to time. In addition, any such failure or violation or default will constitute a breach of the Contract conditions and is liable for action in terms of Clause 8.1.1.3.
- 2.15.7 In case of new workers not having ESI number, they will be allowed to the work site only after the declaration forms are filled and submitted to the Security / Personnel Department.
- 2.15.8 It is also obligatory on the part of the Contractor to make timely contribution towards PF in accordance with the provision of PF Act in respect of labour engaged by him for all works executed in the Company.
- 2.15.9 The Contractors / firms / establishments shall remit the PF and ESI contributions in their respective codes. However, in such cases, copies of muster roll, wage register, ESI / PF remittance, copies of the returns shall be furnished to the Engineer for verification and records while preferring bills.



- 2.15.10 If the contractor gets any benefit from any scheme of any Govt. / agency, due to (or) during the execution of the contract, such benefit should be passed on to Company. If any claim, in lieu of any such benefit accrued (or) received by the contractor, is made by contractor and paid by Company, then Company reserves the right to recover such amount.
- 2.15.11 The Contractor's workers will be permitted to enter the work site only on production of documentary evidence in support of the Contractor in possession of valid license under Contract Labour (Regulation and Abolition) Act 1970; having remitted contribution promptly to PF and ESI with the declaration that, it covers for all the labourers working against this contract.
- 2.15.12 The Contractor is also required to furnish the data in respect of the workers engaged by him against the work order / job contract etc., including the details of PF, ESI No. etc., to Engineer / Executive-in-charge of work and CSO.
- 2.15.13 The Contractor shall be responsible for obtaining power sanction / approval from the State Electricity Board / Electrical Inspectorate etc., as required including licensing services unless otherwise specified. The statutory payments for arranging power supply shall be paid by the Contractor initially. All statutory payments paid by the Contractor to the Govt. Bodies in this regard will be reimbursed based on the proof of incurrence of such costs. The Contractor shall furnish the power sanction, approval etc., of the above agencies after arranging the power supply.
- 2.15.14 The inspection fee etc. shall be paid by the Company only for the first inspection. In case of defects being pointed out by the above agencies, the Contractor shall remove these defects at his own cost and arrange for re-inspection by the above agencies till such time the installation is finally approved and required certificate is issued. The Contractor shall bear all expenses and deposit the necessary fee for the second and subsequent inspection by the above agencies.
- 2.15.15 The Contractor shall be responsible for getting approval / permission for water Supply, sewage disposal connections including road cutting etc., unless otherwise specified as required from the concerned State Government authorities / agencies like Water Supply and Sewerage Board, Town Development Authority, Electricity Board etc. Only the initial fee paid by the Contractor to Government bodies will be reimbursed based on the proof of incurrence of such costs. Contractor shall be responsible for carrying out requisite works for water supply, sewerage connections and cable laying etc., including servicing the lines / cables and linking the same for main lines including requisite meters.

2.16 Safety Regulations:

- 2.16.1 During the execution of work, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting work necessary for the stability and safety of all the structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 2.16.2 The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Company property and shall post such lookout men as may in the opinion of the Engineer be required.
- 2.16.3 The Contractor must take sufficient care in moving his construction plants and equipments and other materials from one place to another so that they do not cause any damage to the property of the Company or the public, particularly to structures, overhead wires and cables (Laid underground or otherwise). In the event of any damages resulting to any property as aforesaid, the cost of such damages including eventual loss of working hours in any Plant as estimated by the Company, shall be borne by the Contractor.
- 2.16.4 The contractor shall, at his cost, provide all necessary facilities such as ladders, scaffolding, railing, platform, inspection lamps, safety ropes etc., for the safe working of his or his sub-contractor's workmen and also for the inspection of the Works by the Company's officials. The contractor shall provide safety footwear in the form of leather shoes for the workmen engaged for the work and insist them wear the same as safety point of view.



- 2.16.5 In case of dismantling / demolition, the Contractor shall take necessary care not to damage the existing structure / materials while executing the proposed work and any damage, if caused, should be rectified by the Contractor at his cost so as to restore the structure / materials, as they existed earlier.
- 2.16.6 The Contractor shall also comply with the safety code as detailed at Annexure-IC.
- 2.16.7 The Contractor shall report all accidents immediately to the Department who will make arrangement for forwarding of the reports to the concerned authorities.
- 2.16.8 As per the Factories Rule, permit to work system shall be followed. Contractors are therefore required to obtain the necessary work permit through the indenting department / division duly certified by the safety Engineering department before starting the work. Whenever such work permit is obtained for carrying out work on existing LT network, the Contractor should ensure that his authorised representative who avails work permit remain in the work spot till the completion of the work and give clearance to the Engineer or his authorised representative for charging the system.

2.17 Patent Rights and Royalties:

- 2.17.1 The Contractor shall fully indemnify the Company and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

2.18 Materials obtained from Excavation / Dismantling:

- 2.18.1 All useful materials (obtained from dismantling / demolition) and all fossils, coins, articles of value etc., which are found during the excavation or any other work should be moved to Company's stores and stacked there neatly as directed at no extra cost to the Company.
- 2.18.2 All materials such as stones, boulders, wood, steel etc., obtained during excavation / dismantling shall become the property of the Company and the same if required and directed by the Engineer shall be stacked at site and or moved to Company's stores and stacked there as directed at no extra cost to the Company.

2.19 Nuisance:

- 2.19.1 The Contractor shall not at any time do cause or permit anyone to do or cause any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the Company or to the owners, tenants or occupiers of other properties near the Site and to the Public generally.

2.20 Indemnity and Insurance:

- 2.20.1 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 2.20.2 The Contractor shall obtain at his expense an Insurance Policy in the joint names of the Company and the Contractor covering the following risks and lodge the policy with the Company.
- 2.20.2.1 Works including temporary structures, materials, tools etc., on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc.

- 2.20.2.2 The workmen employed by the Contractor and who have not been covered under ESI against Workmen Compensation Act and other statutory laws where compensation is payable by the Contractor.
- 2.20.2.3 Damages to property of third parties including neighbouring buildings etc.
- 2.20.2.4 Damages to third parties including the visitors, neighbours and other passers-by against any claim that may arise due to accidents on account of the incidental risks, which may occur during the execution of works. The limit of insurance coverage to be taken under Clause 2.20.2.3 and 2.20.2.4 shall be 10% of the contract value.
- 2.20.3 In addition to the above, the Contractor shall at his expense obtain a personal accident policy either through LIC or GIC for himself and the partners of his Company concerned with the work.
- 2.20.4 The Company has insured its assets and risks with the Insurance Company indicated in Annexure-IA to the GCC. It is obligatory on the part of the Contractor that the comprehensive Insurance Policy to be obtained by him as mentioned in the above Clauses shall be necessarily taken from the said Insurance Company and the Contractor shall take special care to see that the above condition is fulfilled.
- 2.20.5 All claim amounts against the policy shall be payable to the Company and not to the Contractor. He shall keep the policy renewed from time to time even for the extended period of contract, if any, and at the contractors cost until the Company issues the certificate of completion. If at any time, the policy so obtained and kept with the Company expires; it shall be lawful for the Engineer to stop further payments until the duly renewed policy is lodged with the Company. For the extension period if delay is not attributable to the agency the premium shall be reimbursed by the company.
- 2.20.6 The Insurance policy shall be obtained for the total value of the work awarded including the cost of materials, if any that may be issued by the Company. Insurance Policy is not required to be obtained, if the value of work is less than Rs.5 Lakhs.

2.21 Compliance of Instructions:

- 2.21.1 Whenever the Contractor fails to comply with the instructions of the Engineer, it shall be lawful for the Engineer to have the work done through other Contractors or departmentally or otherwise and the cost incurred thereon shall be deducted from any money due or becoming due to the Contractor.

3.0 Execution of Works:

3.1 Issue of Working Drawings:

- 3.1.1 Sufficient quantum of approved working drawings marked valid for construction shall be issued by the Company to the Contractor at the beginning to start with and further working drawings necessary to proper execution and completion of works will be issued progressively during the pendency of the Contract. The Contractor shall not be entitled to put forth any claim(s) whatsoever on account of delay in receipt of drawings.
- 3.1.2 The tender drawings have been evolved tentatively based on the information available, but the dimensions and details etc., are liable to changes. The Contractor shall not be entitled to claim any higher rate or compensation on this account. The Contractor, will therefore, be required to execute the work as per detailed approved drawings issued from time to time.
- 3.1.3 The tender drawings indicate the extent and general arrangement of various equipments, items and their wiring etc., and are essentially Diagrammatic. The work shall be carried out as indicated in the drawings and as directed / required. However, if any minor change is found essential to co-ordinate the installation of this work with other works, the same shall be made without any additional cost on this account.

3.2 Sufficiency of Information / Details:

- 3.2.1 The Contractor shall from time to time check all drawings and specifications furnished to him on their receipt and shall promptly notify the Engineer of any omission or discrepancies thereof. In case of ambiguities or discrepancies between drawings and specifications or Schedule of Quantities and Rates or any of them with each other, the case shall be referred to the Engineer in writing, and his decision shall be final and binding on the Contractor.

3.3 Access to Site:

- 3.3.1 The contractor shall make temporary arrangements at his own cost for any approaches / accesses required for the movement of men and materials to his working places and material yard within the boundary of the site. If directed by the Engineer the contractor shall remove and make good temporary arrangements after completion of the works.
- 3.3.2 During the progress of work, the Contractor shall keep the Site reasonably free from all unnecessary obstructions. The existing roads or watercourses or pipes, electrical lines and conduits shall not be blocked, cut through, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer in writing.
- 3.3.3 All operations necessary for the execution of the work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access to the use and occupation of public or private roads, including approach roads from the main road and footpaths, and of properties whether in the possession of the Company or any person.
- 3.3.4 All compensation claimed for any unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or water courses, etc., against the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of the Contract or otherwise according to law.

3.4 Passage of Traffic:

- 3.4.1 During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting or telephones, etc., which may be interrupted by reason of the execution of the Works and shall erect and maintain at his own cost diversions, barriers, lights and other safeguards as prescribed by the Engineer for warning or regulation of traffic and shall provide the watchmen necessary to prevent accidents. The Works, shall in such cases, be prosecuted night and day if so ordered by the Engineer and with such vigour so that the traffic may be impeded for as short a time as possible. No claim for extra payment shall be entertained by the Company in this regard.

3.5 Setting-out of Works:

- 3.5.1 The Contractor shall be responsible for the true and perfect setting out of the Works and for the correctness of the positions, levels, dimensions and alignment of all parts of the Works. All measurements shall comply with the dimensions noted on the drawings and / or as directed. If at anytime during the progress of Work, any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the Work, the Contractor, on being required to do so by the Engineer, shall at his own expenses rectify such errors to the satisfaction of the Engineer notwithstanding that he may have been assisted by the Engineer in setting out the same earlier.

3.6 Care of Works:

- 3.6.1 In the event of any accident or failure occurring or being likely to occur in or on the works which, in the opinion of the Engineer, required immediate attention either during the work period or the defect liability period, the Engineer may direct the Contractor by written notice to take necessary remedial action and if the Contractor fails to take action as directed by the Engineer within 3 days of such notice, the Company may, by its own workmen or employing any other agency, make the necessary repairs or precautionary works and recover the costs from the Contractor.

3.7 Site Drainage:

- 3.7.1 All water, which may accumulate on the Site during the progress of the Works, or in trenches and excavations, shall be removed promptly from the Site to the satisfaction of the Engineer and at the Contractor's expense.

3.8 Schedule of Quantities and Rates:

- 3.8.1 The Schedule of Quantities and Rates attached to the Agreement indicates the quantities to be executed. But it is to be clearly understood that these quantities are approximate and are liable to omission, variations, alterations by deductions or additions or deletions at the discretion of the Company. The Contractor shall neither be entitled for any revision of rates owing to variations in actual quantities of work done in relation to the quantities indicated in the Schedule of Quantities and Rates nor shall be entitled to any loss of consequential profits or for any other damages arising thereof. The Contractor shall be paid only for the actual quantities of work executed and according to the accepted tender rates.
- 3.8.2 The probable items envisaged have been indicated in the SOQR. It is not obligatory on the part of the Company to execute all the items and only the items as necessitated to suit the requirement of works will be operated. Also the quantum of work under each item is at the discretion of the Company.
- 3.8.3 The rates indicated against each item in the Schedule of Quantities and Rates shall be deemed to compensate for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claims on this account.
- 3.8.4 The rates quoted by the Contractor under each item of work shall be for the complete finished work and shall be inclusive of all materials, labour, tools, plant, equipment, transport, hoisting, setting, fixing and including all royalties, insurance, PF and ESI contribution to labour as per the relevant acts and rules made applicable from time to time (except to the extent specifically excluded). Goods and Service Tax (GST) will be excluded from the above and will be paid separately to the contractor, based on the documents furnished by them. The quoted rates shall remain firm (except to the extent specifically excluded) during the entire period of Contract and shall not be subjected to any escalation either due to increase in cost of materials, labour, equipments, transport etc., or for any other reason whatsoever, during the entire period of the Contract. However, any change in statutory levies and introduction of new taxes, levies, duties, if any, imposed after the date of submission of tender will be reimbursed by the Company on production of documentary evidence by the contractor. Any decrease in the above will be passed on to the Company by the contractor. The reimbursement is applicable for the period of contract including extended period, if any, due to reasons not attributable to the contractor.
- 3.8.5 The tenderers shall note that 'C' form will not be issued by the Company.

3.9 Equipment needed for the Works:

- 3.9.1 The contractor shall, at his own expense, provide all the Equipments required for the works.
- 3.9.2 All equipment to be provided by the contractor shall be in conformity with the specifications laid down or Referred to in the contract and the contractor shall, if requested by the engineer furnish proof to the satisfaction of the Engineer, that the equipment so comply.

- 3.9.3 The contractor shall, at his own expense and without delay, provide to the Engineer samples / details of Equipments proposed to be used in the works. The Engineer shall within a reasonable time after receipt of samples or within such further period as intimated to the contractor in writing, inform the contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.
- 3.9.4 The Engineer shall be entitled to have tests carried out as specified or referred to in the contract for any Equipment provided by the contractor at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the contract but certain tests are considered necessary by the Engineer, the contract shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.
- 3.9.5 All equipment and parts thereof shall be of such design as to properly and satisfactorily function under all Conditions of loading and operation. All the components of equipment shall have proper factor of safety, maximum efficiency and minimum wear. They shall be able to withstand the environmental conditions encountered at the specific location whether specifically mentioned in the specification or not. Equipment shall be new free from defects and of best quality. All the equipments shall conform to the latest revised relevant Indian standards. Equipment which do not conform to either Indian standards or any other international standards accepted in India shall be got approved by the Engineer by furnishing a sample and the same shall bear a test certificate and performance certificate from recognized test house.
- 3.9.6 All lifting and crane arrangements etc. required for erection and installation of equipment shall be the Responsibility of and be owned / hired by the contractor. These equipments shall have valid test certificates from the inspector of factories.

3.10 Work specification and Mode of Measurements:

- 3.10.1 The specifications and mode of measurements to be followed for the building and other civil works / services shall be in accordance with CPWD specifications and relevant Indian standards (latest edition) for all other works as indicated in Annexure-IA unless otherwise clearly specified in the Schedule of Quantities and Rates and in Detailed Technical Specifications read together with the drawings issued under the contract.
- 3.10.2 The work specification and mode of measurement to be followed for all electrical works shall be in accordance with the relevant Indian Standards (latest edition) applicable for electrical installation in buildings unless otherwise clearly specified in the Detailed Technical Specifications or in the Schedule of Quantities and Rates of this contract.
- 3.10.3 In the absence of specifications and mode of measurements for the particular work in the said CPWD specifications the provisions contained in the relevant Indian Standard Code of Practice (latest edition) shall be followed. In case neither CPWD specification nor the relevant IS code of practice clearly indicate the specifications to be adopted for any particular type of work, the same shall be determined by the Engineer in accordance with the local specification, good engineering practice and manufacturer's recommendations. The decision of the Engineer shall be final and binding on the Contractor.
- 3.10.4 Notwithstanding the foregoing provisions, if there is any discrepancy / difference between the description of the standard specification and mode of measurement in the CPWD / IS and the description of the specification / mode of measurement for such items in the schedule of quantities and rates / detailed technical specification and drawings, the following order of preference shall be followed in all such cases.
- 3.10.4.1 Specification / description of items including mode of measurement specified (if any) in the schedule of quantities and rates.
- 3.10.4.2 Detailed Technical Specifications.
- 3.10.4.3 Drawings.

3.10.4.4 CPWD Specifications / IS code of practice as applicable under the provisions of clause 3.10.1 and 3.10.2 above.

3.11 Materials to be supplied by the Contractor:

- 3.11.1 Unless otherwise specified, the Contractor shall at his own expense, provide all the materials required for the Work.
- 3.11.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the Contract and the Contractor shall if requested by the Engineer, furnish proof, to the satisfaction of the Engineer that the materials so comply.
- 3.11.3 The Contractor shall procure all the materials required for the work from the approved manufacturers / distributors only, as directed by the Engineer, and shall furnish, if demanded, a copy of purchase order for scrutiny by the Engineer.
- 3.11.4 The Contractor, shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within a reasonable time after supply of samples or within such further period as intimated to the Contractor in writing, inform the Contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.
- 3.11.5 All materials required for proper execution of work shall be procured and stored at site before taking up the day's work to ensure that the work is not suffered for want of any of the required materials. The Contractor will be permitted to start the work only when all the materials have reached the site of work and got approved by the Engineer. Further, as far as possible, materials shall be transported to working place just prior to their actual use and shall not be left lying around indefinitely. Instructions of the Engineer shall be followed strictly in this regard.

3.12 Reconciliation of Materials:

- 3.12.1 The contractor shall maintain proper accounting and records for procurement, usage and balance availability of important materials like cement, paint, bitumen, anti-termite chemicals etc., on day-to-day basis and shall obtain the approval of the Engineer. The difference between the actual quantity of cement / paint / bitumen / anti-termite chemicals etc., brought by the contractor for use on the works and the theoretical quantity of materials to be used on the work calculated based on the final measurements of work and based on the co-efficient given in CPWD / NBO analysis of rates will be compared. The under-utilization, if any, beyond the permissible 5% under usage shall be charged at the penal rate as specified in Annexure-IA and recovered from the bill of the Contractor. The penal recoveries are without any prejudice to the rights of the Company to take any other action under the Agreement.

3.13 Property in Materials / Equipments and Plant:

- 3.13.1 The Contractor shall make at his own cost arrangements for all the necessary plant, equipment, tools and tackles required for the work. The Contractor must undertake to ensure that all tools and tackles are available at the site in perfect working order and properly maintained till the completion of contract. The Contractor shall submit the list of equipment, which he proposes to bring to the site. Tools and tackles shall not be removed from the site without the prior permission of Engineer-in-charge.
- 3.13.2 All materials / equipments and plant after immediately being brought by the Contractor upon the Site or on the land occupied by the Contractor in connection with the works shall be deemed to be the property of the Company and shall not be removed from the Site without the prior written approval of the Engineer. Such of them as during the progress of the Works are rejected by the Engineer or are declared by him not needed for the execution of the Works or such as on the grant of the Certificate of Completion remain unused shall, immediately on such rejection, declaration or grant, cease to be deemed as the property of the Company and the Contractor may then (but not before) remove them from the Site or the said land after obtaining written approval of the Engineer. This clause shall neither in any way diminish the liability of the Contractor nor shall the Company be in any way answerable

for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed due to fire, tempest, floods or otherwise.

3.14 Storage of Materials:

- 3.14.1 The Contractor shall at his own expense provide suitable sheds and storage yards in such places and in such numbers as in the opinion of the Engineer are needed for orderly and proper storage of materials either supplied by the Company or brought by the Contractor for the Works. He shall obtain approval in writing from the Engineer for the erection of such sheds and storage yards before undertaking construction thereof. Storage and safe custody of materials shall be the responsibility of the Contractor.
- 3.14.2 The Contractor shall take care to see that the materials such as timber, lime, cement and the like which are likely to deteriorate / cause damage by the action sun, wind, rain, dampness or other natural causes due to exposure shall be protected by providing suitable covered sheds at his own cost. The method of storing of materials shall be as described in the CPWD specifications and or as directed.

3.15 Workmanship and Testing:

- 3.15.1 The work to be done under the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner, with material / equipments of the best and most approved quality of their respective kinds, and both the work and materials / equipments should conform to the particulars contained in or implied by the specifications and as referred to and represented in the Drawings or in such other additional particulars, instructions and documents as may be found requisite to be given during the execution of the Works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractor may from time to time receive from the Engineer. The materials / equipments may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and such tests shall be carried out by the Contractor wholly at his expense. The testing charges for conducting mandatory tests including the cost of materials to be tested and all other incidental charges such as carriage to the test laboratory etc., shall be borne entirely by the contractor. The testing shall be done in Govt. / NABL accredited / Govt. Approved laboratory only. It may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional tests if required and directed by the Engineer on any materials including the approved makes etc., shall be carried out by the Contractor.
- 3.15.2 The Engineer shall be entitled to have tests carried out as specified or referred to in the Contract for any materials supplied by the Contractor and the Contractor shall provide all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, but certain tests are considered necessary by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne as under:
- 3.15.2.1 If the results are in conformity with the contract specifications, then only the testing charges will be reimbursed by the Company subject to production of documentary evidence in support of the claim.
- 3.15.2.2 If the results are not in conformity with the contract specifications, then the testing charges shall be borne by the contractor.
- 3.15.2.3 The electrical installation executed shall be tested in accordance with standard testing procedures in the presence of Engineer or his authorised representative. The Contractor shall ensure that the test results are satisfactory and in conformity with the standard test results accepted for such works.

3.16 Inspection and Approval:

- 3.16.1 All equipments and parts thereof shall be inspected and tested by the contractor before shipment. In addition, equipments or parts thereof shall be subjected to shop inspection and testing by the Engineer or his representative before shipment to ensure conformity with the accepted laid down specifications. No equipment shall be shipped without the prior written consent of the Engineer or his authorised representative. The contractor is responsible for providing all tools, instruments and other requirements for conducting such inspection and testing by the Engineer or his representative. The contractor shall also provide all facilities to the Engineer or his representative for inspecting and testing. However, the shop floor inspection of equipments by the Engineer or his representative before shipment shall not prejudice Company's claim for rejection of the equipments on final inspection at site and does not relieve the contractor from the responsibility that all equipments provided shall be free defects and suited in all respects for the purpose intended.
- 3.16.2 The Contractor shall provide at all times during the progress of Work and also during the defect liability period proper means of access with ladders, gangways etc., and the necessary attendants to move and arrange things as directed for the inspection or measurements of work by the Engineer or his representative.
- 3.16.3 All Works 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 or his authorised representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.
- 3.16.4 No Work shall be covered up or put out of view by the Contractor without the approval of the Engineer or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any Work which is about to be covered up or put out of view. Similarly, no work involving pre measurement shall be taken up without a specific authorisation by the Engineer. The Contractor shall give reasonable notice of not less than 2 days but not more than 4 days in any case, in writing to the Engineer or his representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected and approved by the Engineer or that correct dimensions may be taken before being so covered up. The Engineer or his representative shall, without unreasonable delay, unless he considers it to be unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or materials intended to be covered up. In the event of the failure of the Contractor to give such notice, such work / materials shall be uncovered, if required by the Engineer or his representative at the Contractor's expense.
- 3.16.5 The Contractor shall uncover any part of the Works and / or make openings in or through the same as the Engineer from time to time directs for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and or making openings in or through reinstating and making good the same shall be borne by the Company. In any other case all such expenses shall be borne by the Contractor.
- 3.16.6 The Contractor shall leave necessary holes / openings / recesses in the foundations, plinths, walls, R.C.C. roofs and similar Works where and as required by the Engineer for passage of pipes, cables, wires, etc., and make good later without any extra cost to the Company.

3.17 Removal of Improper Work and Materials / Equipments:

- 3.17.1 The Engineer shall have power to check and reject at any stage such work which he considers to be defective in quality of materials / equipments or workmanship and nothing shall prevent him from rejecting wrought materials (i.e., materials made ready for use on works) which have been previously passed by him in an unworked condition. The Contractor shall immediately arrange to replace the defective materials / equipments by proper and suitable materials / equipments with the approval of the Engineer and carry out rework of the rejected work at his own cost and to the satisfaction of the Engineer. In the event of failure on the part of the Contractor to carry out his obligations under this clause, the Engineer shall have



the right to get the work done through other agencies at the risk of the Contractor and to recover the cost in full from the Contractor.

- 3.17.2 All rejected materials / equipments will at once be removed from the Site by the Contractor to such distances as may be desired, failing which the Engineer after giving three day's notice in writing may do so and recover the cost of removal of the same from the Contractor.

3.18 Urgent Works:

- 3.18.1 If any urgent work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary for safety of the Work or personnel and the Contractor is unable or unwilling to carry it out, the Engineer shall have right to employ departmental labour or other agencies as he may consider expedient. All expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

3.19 Temporary Suspension of Works:

- 3.19.1 The Engineer shall have the right to require the discontinuance of the work in whole or in part for such time as may be necessary, should the condition of work or weather or other contingencies make it desirable to do so in order that the works shall be well and properly executed. Extension of time shall be granted to the Contractor for discontinuance of work so required provided the suspension is for a period of at least one month in a single spell. No other claim in this respect for compensation or otherwise, however, shall be admitted.
- 3.19.2 During the inclement weather, the Contractor shall suspend concreting work for such time as the Engineer may direct and shall protect from damage all works and materials in the course of constructions / erection.
- 3.19.3 Should work be suspended by reason of rain, strike, lock outs or other causes, the Contractor shall take all necessary precautions for the protection of Works and shall at his own expense make good any damage arising from any of these causes.

3.20 Clearance of Site on Completion:

- 3.20.1 As a part of the work included in this Contract, the Contractor shall completely remove and satisfactorily dispose off all temporary works to the extent directed. He shall tear down and dispose off all temporary buildings, shall remove or grade to the extent directed all embankments made for construction purposes, shall satisfactorily dispose off all rubbish resulting from the operations under this Contract and shall do all work necessary to restore the territory embraced within the Site of his operations to atleast as good order and conditions as at the beginning of the Work under this Contract.
- 3.20.2 No final payment in settlement of the accounts for the Works will become due and shall be made to the Contractor till, in addition to any other conditions necessary for such final payment, site clearance has been effected by him. In the event of his failure to comply with this provision within fourteen (14) days after receiving notice to that effect, such clearance may be made by the Engineer at the expenses of the Contractor. Should it become necessary for the Engineer to have the Site cleared at the expense of the Contractor, the Company shall not be held liable for any loss or damage to such of the Contractor's property as may be made on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in any other way as deemed fit and convenient by the Engineer.
- 3.20.3 After completion of the work, the whole area should be left clean of all rubbish etc., before handing over the site.

4.0 Variation in the Scope of the Contract:**4.1 Variations in the Scope of the Work:**

4.1.1 The Engineer shall have the power to make any alterations / variations / deletions / additions or substitutions from drawings, specifications, designs and instructions that may appear to him to be necessary or advisable during the progress of the Works and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Engineer in writing. Such alterations / variations / deletions / additions or substitutions shall form part of and be read as incorporated in the agreement itself.

4.2 Valuation of Variations:

4.2.1 If, in the opinion of the Engineer, the variation is minor in nature which does not call for any adjustment in price, the decision of the Engineer, will be final. In other cases, the rates of additional, altered or substituted work shall be determined by the Engineer in the following manner:

4.2.1.1 If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities and Rates, the Contractor shall carry out the additional, altered or substituted items at the same rate. In the case of composite tenders, where two or more Schedule of Quantities and Rates form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities and Rates of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of Quantities and Rates.

4.2.1.2 If the rate for any, additional, altered or substituted items of work is not specified in the Schedule of Quantities and Rates, the rate for such item shall be derived from the rate of the nearest similar item specified therein. In case of composite tenders where two or more Schedule of Quantities and Rates form part of the Contract, the rate shall be derived from the nearest similar item in the Schedule of Quantities and rates of that particular part of work in which the deviation is involved, failing that from the lowest or the nearest similar items in other Schedule of Quantities and Rates.

4.2.1.3 If the rate for any additional, altered or substituted item of work cannot be determined in any of the methods specified above, then such item of work shall be carried out at the rate as worked out and approved by the Engineer on the basis detailed in clause 4.2.1.4 plus 15% to cover overheads and profits of the Contractor.

4.2.1.4 The basis of arriving at the quantum of materials and labour to be used for the execution of additional, altered or substituted item of work shall be as per CPWD analysis of rates, Delhi (latest revision). In case the details of quantum of labour and materials are not available in the CPWD Standard for the entire item but the details for sub-heads of the items are available in the said standards, the same shall be taken for arriving at the rate of additional, altered or substituted items of work. In case the Engineer does not find any guiding details in the CPWD Standards, the same shall be taken as per actual observations made at the site of work by the Engineer. The cost of labour shall be as determined by the Engineer on the basis of labour rate indicated in Annexure-ID and considering the actual cost of material. The Contractor shall on demand produce before the Engineer all such original GST invoices, vouchers, muster rolls, time sheets and other documents as in the opinion of the Engineer are necessary for the proper assessment of the rates. The entire responsibility in this respect devolves on the Contractor and in the event of the Contractor's failure to do so, the Engineer shall be entitled to assess the labour elements and other costs in the proposed rates. The Contractor shall inform the Engineer in writing immediately after coming across a substituted, altered or additional items as per working drawing and shall make all arrangements to furnish details for ascertaining the cost implications. The Contractor shall take up the item with the written consent of the Engineer pending finalisation of its rates.

4.2.1.5 The rates of extra / substituted items, which are yet to be approved by the competent authority, may be paid to the contractor, pending approval, in the running account bills at part rates to be termed as "Provisional Rates". The provisional rates to be paid should not exceed 80% of the rates assessed by the Engineer-in-charge.

4.2.2 The basic rate of materials to be considered for quote is mentioned in some of the items of SOQR shall be excluding of all taxes and duties. The cost difference in basic rate of materials only shall be added / subtracted to the quoted rate subject to submission of original GST bills and the same rate shall be verified by Engineer in charge. All wastages, carriages, transportation etc., shall not be considered for payment of cost difference in basic rates.

4.3 Modifications to the Contract:

4.3.1 There are no other understandings between the parties other than as set forth in these Contract documents.

4.3.2 In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, except those directions and orders given by the Engineer under the Contract for the due execution of the Works, the modifications shall be made in writing and signed by both the parties before giving effect to such modifications.

5.0 Time for Performance:

5.1 Commencement of Works:

5.1.1 The Contractor shall commence the work within the period stipulated under clause 1.1.14.

5.1.2 The Engineer may direct the Contractor to use so much of the Site as may, in the Engineer's opinion, be required in order to enable the Contractor to commence and continue the work and shall from time to time as the work proceeds give the Contractor the use of such further portions of the Site as the Engineer may from time to time consider proper and adequate in that behalf. Phased delivery in the manner aforesaid of the use of Site or any other facilities to be afforded to the Contractor shall not entitle the Contractor to any claims whatsoever.

5.1.3 If the Contractor commits default in commencing the execution of the work as aforesaid, the Company shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest money / Security Deposit absolutely.

5.1.4 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the Works including delayed availability of Government controlled or other materials or of access to Site and other facilities or delayed receipt of instructions and decisions from the Engineer.

5.2 Time for Completion:

5.2.1 The Work shall be completed by the Contractor within the stipulated period indicated in Annexure-IA. The total time allowed for completion of all works under this contract is (.....) Months (Including monsoon period) from the date of commencement of work. The contractor shall complete the work in all respects within the above contract period of (.....) Months.

5.2.2 The completion period shall be inclusive of all the lead time required for Engineering, procurement of raw materials / items, manufacturing, inspection, testing, packing and any other activity whatsoever required including transportations and / or erection, testing and commissioning.

5.2.3 The Contractor shall within 15 days of acceptance of his tender or before commencement of work whichever is earlier shall furnish a Time & Progress Chart showing the order in which he proposes to carry out the Work and also indicating the probable dates of commencement and completion of various parts / section of the Works (for works of value more than Rs.30 Lakhs in general and for other works as directed by Engineer-in-charge) and got approved from Engineer. This Time & Progress Chart as approved and accepted by Engineer shall be binding



on the Contractor. Failure on the part of the Contractor to furnish the chart and to seek approval of the Company for the same will entail withholding of payment against the bills preferred by him under the Contract. The Contractor shall also, whenever required by the Engineer, provide in writing a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the works. An amount equivalent to 0.01% of the awarded value of work subject to a minimum of Rs.5000/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clauses, even though the Contractor gets the time and progress chart approved subsequently. The actual progress of the works shall be in line with the approved timeline chart. If, in the opinion of the Engineer that the actual progress of work at any stage of the contract tenure does not conform to the approved program, the Contractor shall initiate the necessary corrective action to make up the progress in line with the approved Time & Progress Chart within 7 days failing which, the Company reserves the right to take over the works by determination of Contract in full or part as per the Clause 8.1 and will be executed as per the Clause 8.0.

- 5.2.4 If, at any time, it should appear to the Engineer that the actual progress of Work does not conform to the approved programme referred to in clause 5.2.3, the Contractor shall furnish, for the approval of the Engineer, a revised programme to ensure the completion of the Works.
- 5.2.5 The Contractor, if directed by the Engineer shall take such steps as may be necessary to improve the progress of work by resorting to overtime work, increase in labour force, increase in the day's quantum of work etc., without any extra cost to the Company.
- 5.2.6 All 'On Account' payments to be made to the Contractor shall be subject to a certificate to be furnished by the Engineer that the progress has been in accordance with the approved Time and Progress Chart or such modifications as have been approved by him.

5.3 Excepted Risks (Force Majeure):

- 5.3.1 If at any time, the execution of this Contract is affected by War (declared or not), hostilities, invasion, Acts of Foreign Enemies, Civil War, rebellion, revolution, insurrection, riots and civil commotion (other than solely restricted to the Contractor's employees), Acts of State, Acts of God such as earthquake, massive floods and other Acts of Nature which an experienced Contractor could not have reasonably foreseen or reasonably made provision for or insured against, then the Contractor shall, within seven days of such occurrence, apply to the Company together with adequate evidence for obtaining such extension of time as may be warranted by the circumstances. After a careful examination of the circumstances, the Company may grant such extension of time as necessary without insisting on liquidated damages.
- 5.3.2 Any extension of time granted by the Company in terms of sub-clause 5.3.1 above shall neither entitle the Contractor to any claim for increase in price nor shall it release him from any of the obligations under the Contract. If the performance of the Contract as a whole is delayed by reason of the force majeure conditions continuing to persist for a continuous period exceeding six months, the Company and the Contractor shall discuss the matter and decide either to terminate the Contract without obligations on either side or to continue its execution on such terms as may be agreed upon.
- 5.3.3 The Company shall not be held responsible or be called upon to make good any losses / costs incurred by the Contractor consequent to the happening of any of the event under clause 5.3.1 above.

5.4 Extension of Time for Completion:

- 5.4.1 The Contractor may seek extension of time for completing the work if such extension is required for reasons of exceptionally adverse climatic conditions and such other special circumstances which may occur (which are, however, not such as to constitute force majeure under clause 5.3.1 of the Contract). In such an event, the Contractor shall make a written request to the Engineer in the prescribed format as soon as possible after the reason for extension becomes apparent to him. The request shall give full details of the causes leading to the request and shall also indicate the manner in which the Work is proposed to be regulated with the utmost expedition so as to cause minimum delay with reference to the original Time Chart.



- 5.4.2 The Company shall, taking into account the circumstances and the recommendations of the Engineer, determine the amount of extension of time to be granted, if any, and shall notify the Contractor accordingly.
- 5.4.3 Any extension of time granted under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract.
- 5.4.4 Provided, however, the Company shall not be bound to grant any extension of time unless the Contractor had made the request for extension in due time after the circumstances which warrant such extension have arisen so as to enable the Engineer to investigate the circumstances as they have arisen or as soon thereafter as is practicable.
- 5.4.5 Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause 2.11.2 (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy as stipulated in clause 2.15.10 and 2.20.2 are renewed from time to time at his cost during the extended period of contract till the completion of the project.
- 5.4.6 The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

5.5 Liquidated Damages:

- 5.5.1 Should the Contractor fail to complete the Works and clear the Site on or before the stipulated time mentioned in Annexure-IA, he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, a sum equal to ½% of the total final bill value (excluding value of extra items, if any,) for every week's delay or part thereof subject to a maximum of 10% of the total final bill value of the Contract.
- 5.5.2 Where separate dates of completion have been specified for items or groups of items, the final bill value of the respective items or groups of items shall be applied.
- 5.5.3 The amount of Liquidated Damages may be adjusted or set off against any sum(s) payable to the Contractor under this or any other Contract with the Company.

6.0 Measurements, Certificates and Payments:

6.1 Record and Measurements:

- 6.1.1 Measurements shall be taken jointly by the Engineer or his authorised representative and by the Contractor or his authorised representative from time to time and at such intervals as in the opinion of the Engineer shall be proper, having regard to the progress of the Works. It shall be clearly noted that the responsibility of recording measurements and timely submission of bills rests with the contractor and any delay on this account will not be entertained.
- 6.1.2 The final bill must invariably be preceded by a thorough check of measurements of the whole of the Work performed.
- 6.1.3 Before taking final measurements of any Work, the contractor shall give a reasonable notice to the Engineer. If the Contractor fails to submit the final measurements and prolongs it unreasonably, then in any such event the measurements taken by the Engineer or by the person deputed by him shall be taken to be the correct measurement of the Work, and shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of measurement.
- 6.1.4 The Contractor shall, without extra charges provide with every appliance, labour and things necessary for measurement.

- 6.1.5 If a dispute arises between the Engineer and the Contractor as to the quantity or quality of Work performed involving a sum larger than Rs.10,000/- the Contractor may appeal in writing to the Company for re-measurement or reappraisal as the case may be within one week from the date of joint measurement. If the Company considers the Contractor's dispute valid, it may appoint an Officer other than the Engineer to go into the matter and the Company's decision given thereupon shall be final and binding on the Contractor.

6.2 On Account Payment:

(Note: Clause 6.2.1 to 6.2.6 are applicable for works civil and composite tenders)

- 6.2.1 100% payment against bills for the work done (Subject to the required deductions) shall be made to the Contractor based on detailed measurements and certification of bills by the Engineer.
- 6.2.2 75% payment against bills as Secured Advance on the cost of all non perishable materials brought by the Contractor to Site for use in the Works (excluding chargeable materials issued by the Company) as assessed and approved by the Engineer may be paid, provided the materials conform to the specifications of the contract as accepted by the Engineer. These materials shall be pledged by the Contractor to the Company. All the Secured Advance allowed will be deducted while making payment of any bill for the work done and a fresh Secured Advance on the materials remaining then at Site will be paid along with the same bill.
- 6.2.3 Bills shall be prepared and submitted by the contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on these joint measurements recorded in the register, the contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed format along with the detailed measurements item wise. All the pages of the measurement sheets shall be serially machine numbered and signed by the contractor. The bills along with measurement sheet shall be computer generated and also suitably programmed for effecting the necessary corrections easily. The bills shall be accompanied with necessary documents such as abstract of quantities, variation statements, reconciliation of materials, part rate statements indicating the extent of work done, statement of secured advance claimed and fulfilling other statutory obligations such as ESI / PF / Insurance / labour license etc. Payment against bills for the work done (Subject to necessary deductions) will be made after the verification and certification by the Engineer of the bill submitted by the contractor.
- 6.2.4 50% of the amount admissible (after necessary deductions) will be paid by the Company within 3 days of presentation of the bill and the balance 50% shall be paid within 10 days of receipt of all clarifications, if any, on the bills submitted and after complying with all the statutory provisions by the contractor with respect to the bills.
- 6.2.5 Advance bills on the works carried out may be allowed by the Company between the running bills to facilitate the progress of work, at the discretion of Engineer in Charge.
- 6.2.6 Normally, bills will be entertained once in a month. However, if the progress of work is not satisfactory with reference to the approved Time and Progress Chart and where the progress of work since the last bill is less than 10% of Contract value, then the Engineer may reserve the certification of any bill submitted by the Contractor. On account payments made to the Contractor shall be without prejudice to the final making up of the accounts. On-account payment cannot by itself imply his having handed over any part of the Works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer. It is the sole responsibility of the Contractor to see that the Works are completed and handed over in a satisfactory manner.
- OR**
- 6.2.7 The payment terms shall be as follows:
- 6.2.7.1 70% against delivery of material and on acceptance, on prorata basis of the awarded rates.
- 6.2.7.2 20% against fabrication and erection on prorata basis of the awarded rates and based on the certification of the Engineer.



6.2.7.3 10% of the awarded rates against testing, commissioning and handing over after furnishing Bank Guarantee for 10% of final bill value towards Defect Liability Period as per GCC.

6.2.8 Payments made to the Contractor shall be without prejudice to the final making up of the accounts. It is the sole responsibility of the Contractor to see that the works are completed and handed over in a satisfactory manner. Any payment made to the Contractor cannot by itself imply his having handed over any part of the works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer.

(Note-Clause 6.2.7 and 6.2.8 are applicable for mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually).

6.3 Payment of Part Rates:

6.3.1 Payment at part rates against approved tendered rates for certain items may be made in the running account bill at the discretion of the Engineer.

6.4 Completion Certificate:

6.4.1 The Works shall be deemed to have been completed in all respects on the day the Engineer certifies that the works have been so completed in accordance with this Contract, takes over the completed Works and issues a certificate to that effect. The Defect Liability Period will start from the said date of completion / handing over of the work.

6.4.2 The following clauses shall be applicable for Electrical and Mechanical related works.

6.4.2.1 On completion of work in all respects, the Contractor shall supply to the Company Two complete sets of drawings indicating the complete work as installed. These drawings shall clearly indicate the complete layout of light fittings, conduit runs, wiring diagrams, location of distribution boards, earthing layout, equipment and machine layout etc., as required by the Engineer. (This is applicable for works of value more than Rs.15 Lakhs in general and for other works as directed by the engineer).

6.4.2.2 A sum equivalent to zero point one percent of value of electrical / mechanical works executed subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clause.

6.5 Final Payments:

6.5.1 Based on the measurement of Work performed, in accordance with clause 6.1.2 the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be accompanied by:

6.5.1.1 A copy of the completion certificate issued by the Engineer.

6.5.1.2 A "No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.

6.5.2 The Engineer shall examine and certify the final bill for payment after satisfying that the Works have been satisfactorily completed and that all properties, works and things removed or disturbed or damaged in consequence of the Work have been properly replaced and made good and all expenses and demands incurred or made by or on the Company or in respect of any damage or loss by, from or consequence of the Works have been satisfied, all materials have been returned and the site cleared. In respect of list of claims given by the Contractor, the Company shall examine and either accept or repudiate in whole or in part and convey its decision in writing to the Contractor.



6.6 Warranty:

Note:- This clause is not applicable for civil and composite tenders.

6.6.1 Warranty for Equipment:

6.6.1.1 With respect to the equipment provided by the Contractor under this contract, the Contractor shall be deemed to have furnished to the Company warranties:

6.6.1.1.1 **Of Title:** "The contractor warrants that the equipments are not subject to any security interest, lien or other encumbrance".

6.6.1.1.2 **Against Patent Infringements:** "The Contractor shall at his own expense defend and save the Company harmless from the expenses and consequences of any suit or procedure brought against the user so far as the said suit or procedure is based on a claim that the equipment provided constitute an infringement of any patent in existence on the date of the contract". "In addition the Contractor shall secure at his own expense a fully paid up license or licenses that will permit the user to continue operation of the equipments provided, free of further claim for infringement".

6.6.1.1.3 **Of Performance:** "The Contractor warrants that the equipment provided are suitable for the purpose or the purpose for which such goods are used, conform to promise or affirmations made by the Contractor and conform to specifications stipulated in the contract".

6.6.1.1.4 **Of Fitness:** "The Contractor warrants that the equipments provided are suitable for the particular purpose stipulated in the contract. The Company affirms that it has relied on the Contractor's skills and judgments to select or provide equipment for a particular purpose".

6.6.1.1.5 **Of Quality:** "The Contractor warrants that the equipments are new and of best quality and that the equipment will be free of defects in design, workmanship or materials".

6.7 Breach of Warranty *(Not applicable for civil and composite tenders)*

6.7.1 In the event of a breach of warranty, the Contractor shall be required to take all necessary action at his expense to correct the breach in the most expeditious manner dictated by the existing circumstances.

6.7.2 Upon oral or written notification of defects or malfunctioning of equipment during normal operation, which requires corrective action, the Contractor shall send the necessary personnel (with the required materials, tools, test equipments and such other items) to site to supervise and assume responsibility for repair. If the Contractor does not expeditiously take steps to correct the defects the Company may at its option do so. However, such action on the Company's part, will not release the Contractor of his responsibility and the Contractor inter alia shall reimburse all the expenses incurred by the Company to repair or replace malfunctioning or non-conforming equipments.

6.8 Deduction of Income Tax:

6.8.1 Income Tax on the gross amount billed will be deducted from Contractor's bills as per Section 194 (C) of the Income Tax Act.

- 6.8.2 The successful contractor should inform the assessing Income Tax Officer concerned (within one month from the date of issue of work order) about the award of work to him. The successful contractor shall furnish their Income Tax Permanent Account Number (PAN) to BEL while furnishing their bills for payment.

7.0 Maintenance and Defects:

7.1 Guarantee of Works and Liability for Damage, Defects etc.:

Note:- Clause 7.1.1 to 7.1.3 are applicable for civil and composite tenders.

- 7.1.1 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-IA. The Contractor shall guarantee the Work against defective materials and bad workmanship. This guarantee shall be valid for the duration of defect liability period. Any defects, shrinkage or other faults which may appear in the Works within the Defect Liability Period, which in the opinion of the Engineer are due to defective or improper materials or bad workmanship, or the Work not being in accordance with drawings and specifications or instructions shall be made good and / or repaired by the Contractor at his own cost.
- 7.1.2 As a security for the due performance of the above condition the Contractor shall deposit with the Company an amount as mentioned below. The Contractor may choose to pay this deposit by cash or by adjustment of the Security Deposit paid / recovered from him under the Contract or by furnishing a Bank Guarantee as per proforma at Appendix-4 issued by any Nationalised or Scheduled Bank for the said amount.
- 7.1.2.1 Final Bill Value : Up to Rs.10 Crores
Deposit Amount: 5% of final bill value or Rs.40 Lakhs whichever is less.
- 7.1.2.2 Final Bill Value : Above Rs.10 Crores and upto Rs.25 Crores.
Deposit Amount: 4% of final bill value or Rs.75 Lakhs whichever is less.
- 7.1.2.3 Final Bill Value : Rs.25 Crores and above
Deposit Amount: 3% of final bill value or Rs.120 Lakhs whichever is less.
- 7.1.3 The Contractor shall furnish separate guarantees to the Company in respect of Water Proofing and Anti-termite treatment jobs executed as per proforma at Appendix-5 and Appendix-6 respectively. In addition to the Security Deposit mentioned in clause 7.1.2 above, the Contractor shall deposit with Company an amount equal to 5% of the value of waterproofing works executed as per Final Bill for a period of 5 years from the date of completion of work to guarantee the works against defective materials and workmanship. The contractor may choose to pay this deposit either by cash or furnishing a Bank Guarantee. In case, Bank Guarantee is furnished, the same shall be kept valid till the expiry of the Guarantee period.

OR

- 7.1.4 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-IA. As a security for the due performance of the above condition, the Contractor shall furnish a Bank Guarantee separately for 10% of the final bill value as per proforma at Appendix-4 for the Defect Liability Period. The Contractor may choose to pay this deposit by cash/DD/online or by adjustment of the Security Deposit paid / recovered from him under the Contract or by furnishing a Bank Guarantee as per proforma at Appendix-4. The final payment towards the balance 10% of the final bill value shall be released only after the Contractor, furnishes the Bank Guarantee towards Defect Liability Period.

Note:- Clause 7.1.4 is applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

- 7.1.5 The Contractor shall initiate action to the notified defects, shrinkage or other faults which may appear in the Works during the Defect Liability Period within 7 days of written notice by the Engineer-in-charge, failing which the Engineer-in-charge will have full powers to rectify the defect by any means at the risk and cost of the Contractor.



7.2 After Sales Service:

- 7.2.1 The contractor shall ensure that adequate and prompt After Sales Services in the form of maintenance personnel and spares as and when required with a view to minimize the break down period. Particular attention shall be given to ensure that all spares are easily available during the normal life of the installation.

7.3 Spare Parts and Tools:

- 7.3.1 The contractor shall recommend from his experience, a set of the spare parts / tools required for routine maintenance / service / overhaul of equipment for a period of two years. The Contractor shall also indicate the unit prices for the recommended spare parts and tools.

8.0 Rights, Remedies and Powers:**8.1 Determination of Contract due to Contractor's Default:****8.1.1 If the Contractor:**

- 8.1.1.1 Abandons the Contract.
- 8.1.1.2 At any time defaults in proceeding with the works with due diligence and continues to do so even after 7 days of written notice from the Engineer; or
- 8.1.1.3 Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer; or
- 8.1.1.4 Persistently disregards the instructions of the Engineer or contravenes any provision of the Contract; or
- 8.1.1.5 Fails to remove materials from the Site or to pull down and redo the work after receiving from the Engineer notice to the effect that the said materials or works have been rejected; or
- 8.1.1.6 Fails to complete the works on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer; or
- 8.1.1.7 Offers or gives or agrees to give to any person in the Company's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company; or
- 8.1.1.8 Shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Company / Engineer; or
- 8.1.1.9 Shall obtain a Contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- 8.1.1.10 Being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors of purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors; or



- 8.1.1.11 Being a Company, shall pass a resolution or the Court shall make an order for 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
- 8.1.1.12 Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- 8.1.1.13 Assigns, transfers, sub-lets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Company;

the Company may, without prejudice to any other right or remedy which shall have accrued or shall accrue there after to the Company by written notice determine the Contract either as a whole or in part.

- 8.1.2 Upon such determination of the Contract either in whole or in part, the Security Deposit with the Company in respect of the Contract shall stand forfeited to the Company without in any way affecting the Rights of the Company under clause 8.2 infra.

8.2 Rights of the Company after determination of the Contract due to Contractor's Default:

- 8.2.1 The Engineer shall on such determination of the Contract have powers to:

- 8.2.1.1 Take possession of the site and any materials, Constructional plant, implements, stores, etc., there on; and / or

- 8.2.1.2 Carry out the incomplete work by any means at the risk and cost of the Contractor.

- 8.2.2 On determination of the Contract in full or in part, the Engineer shall determine the quantum of amount, if any, that is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation or the value of Contractor's materials taken over and incorporated in the work. In order to measure the work completed till the date of determination and the Contractor's materials to be taken over, the Engineer shall give 7 days notice to the Contractor requiring him to be present so as to record the measurements in his presence. If the Contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding on the Contractor.

- 8.2.3 The Company shall have the right to use Contractor's plant, machinery and material on the balance works but shall not in any way be responsible for any damage or loss of the same and the Contractor shall not be entitled to any compensation there for.

- 8.2.4 Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing necessary credits, shall be recovered from any moneys due to the Contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

- 8.2.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer 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 there of towards the satisfaction of any sums due from the Contractor under the Contract and if there after there be any balance still outstanding from the Contractor, the Contractor shall, upon demand, pay the Company the money due and it shall be deemed as a debt due by the Contractor to the Company and shall be recovered accordingly.

- 8.2.6 Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the Contractor; it is always understood that if the actual cost of completion by the Company of the balance works or part of the works is less than the amount which the Contractor would have become eligible had he completed the works or part of the works under the terms of Contract, the Contractor shall not be entitled to claim such benefit to his advantage.

8.3 Cancellation of Contract by the Company:

- 8.3.1 If at any time after the commencement of work, the Company shall decide that the whole work or any specific part thereof is not required to be carried out, necessary notice in writing shall be given to the Contractor. The Contractor shall take immediate action to stop all activity relating to the cancelled work. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 8.3.2 The Contractor shall be paid at Contract rates the full amount for the works executed at site (less any amount recoverable and due to the Company) and, in addition, a reasonable amount to cover the cost incurred on materials which will not be of any alternative use to the Contractor (which shall then become the property of the Company), transportation costs in respect of the tools, plant and materials retained by the Contractor from the work place to his permanent stores or any other works, whichever is less, and a reasonable proportion of the expenditure incurred on preliminary works such as access road, labour huts, site office, etc. All payments other than at Contract rates shall be based on a detailed claim to be submitted by the Contractor supported by cash vouchers or other documents covering the incurrence of such costs. If called upon by the Engineer, the Contractor shall also furnish his Books of Accounts and other documents which the Engineer may consider necessary to enable him to certify the reasonableness of the amount payable under this clause.
- 8.3.3 The materials if any, supplied by the Company, which are rendered surplus on account of the cancellation, shall be returned promptly by the Contractor subject to normal wastages allowed under the Contract. He shall be debited with the losses due to any deterioration or damage which might have been caused while the materials were in the custody of the Contractor. If so directed, he shall transport such materials to the Company's stores and shall be paid for such transport at a reasonable compensation.

9.0 Packing, Marking, Protection and Despatch:

Note:-This Clause is not applicable for civil and composite tenders.

- 9.1 Instructions regarding Packing, Marking, Protection and Despatch of Equipment.
- 9.1.1 Contractor shall take adequate care to suitably pack and protect the equipment before despatch in such manner that it can withstand rough handling during transit and receipt and long storage at site.
- 9.1.2 All fragile and exposed parts shall be packed with care and the package shall bear the words "HANDLE WITH CARE" in ENGLISH / HINDI.
- 9.1.3 All holes, openings as also all delicate surfaces shall be carefully protected against bad weather.
- 9.1.4 All manufactured parts / surfaces shall be painted with rust proof paint.
- 9.1.5 All threaded fittings shall be greased and provided with plastic caps.
- 9.1.6 All bright and machined parts shall be coated with appropriate protective materials suitable for tropical site conditions.
- 9.1.7 All small pieces shall be packed in cases.
- 9.1.8 All heavy packages shall have sling marking.



- 9.1.9 The Contractor shall be held liable for all damages or breakages to the equipment due to the defective or insufficient packing as well as for corrosion due to insufficient protections.
- 9.1.10 The Contractor shall arrange for despatch of the equipment by rail / road after proper packing protection as indicated above. The consignments shall be despatched after inspection or otherwise if agreed to, on freight paid basis, irrespective of the basis of price.

10.0 Transit Insurance

- 10.1 The Contractor shall arrange at his cost for transit insurance for the despatch of equipment or parts thereof. ***This Clause is not applicable for civil and composite tenders.***

11.0 Settle of Disputes:

11.1 Decision by the Company and Engineer:

- 11.1.1 To prevent disputes and litigations, it shall be accepted as an inseparable part of the Contract that in matters regarding materials, workmanship, removal of improper work, interpretation of Contract, drawings and specifications, mode of procedure and carrying out the work, the decision of the Company shall be final and binding on the Contractor and if any technical question which may arise touching the Contract, the Engineer's decision shall be final and conclusive. The claim, if any, arising out of any decision given by the Engineer shall be sent in writing to the Engineer within 15 days from the date of such decision given by the Engineer and if the claim is not accepted and the Contractor is aggrieved by such non-acceptance, such dispute may be referred by him for Arbitration.

11.2 Dispute Resolution:

- 11.2.1 To the best possible extent dispute arising with the Contractors to be amicably settled by the concerned department heads. In the event the dispute does not get resolved, case to be referred to the Dispute Resolution Board.
- 11.2.2 If a dispute of any kind whatsoever arises between the Company and Contractor in connection with, or arising out of the Contract or the execution of the Works under the contract, whether during the execution of the Works or after their completion and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or evaluation of the Engineer, the matter in dispute shall, in the first instance, be referred in writing to the Dispute Resolution Board (DRB) Management led by SBU / Unit Head, BEL. Within thirty (30) days of having received such notification Dispute Resolution Board shall give notice of decision to the Company and Contractor.
- 11.2.3 If either the Company or the Contractor is dissatisfied with any decision of the Dispute Resolution Board, or if the Dispute Resolution Board fails to give notice of his decision on or before the thirtieth (30th) day after having received notification by either party, then either the Company or Contractor, on or before the thirtieth (30th) day after the expiry of the thirtieth (30th) day give notice to the other party, with a copy for the information of the Dispute Resolution Board, of his intention to commence arbitration, as hereinafter provided, as a matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration. No arbitration shall be commenced unless such notice is given.
- 11.2.4 If the Dispute Resolution Board has given notice of the decision as to a matter in dispute to the Company and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Company or the Contractor on or before the thirtieth (30th) day after the day on which the Dispute Resolution Board decision was made, the said decision shall become final and binding upon the Company and Contractor."
- 11.2.5 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator

to be selected by the Contractor from the panel of ICADR. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at location near to the Company's office from where the order for the work has been issued shall have jurisdiction to entertain a claim or for enforcement of the award.

- 11.2.6 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 11.2.7 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.2.8 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.

11.3 Arbitration:

- 11.3.1 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at location near to the Company's office from where the order for the work has been issued shall have jurisdiction to entertain a claim or for enforcement of the award.
- 11.3.2 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 11.3.3 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.3.4 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 11.3.5 In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.
- 11.3.5.1 In the event any dispute or difference shall arise between the parties hereto, such dispute of difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory amendment thereof shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively.



12.0 Over Payments / Under Payments Detected During Technical Audit:

- 12.1 The Company reserves the right to carry out post-payment audit and technical examination of the running / final bill including all supporting vouchers etc. The Company also reserves the right to propose recoveries detected by CVC (Central Vigilance Commission) based on their audit and observations of works / bills etc. The Company further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact the amount of running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of running / final bill figures in the arbitration award.
- 12.2 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor under the contract, the Company from the Contractor shall recover it, or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Company.

13.0 Clauses Pertaining to Environmental Protection:

- 13.1 The Contractor shall take utmost care to ensure that environment is protected and no such activity shall be carried out which may have a bearing on the environmental pollution during execution of work. The Contractor may specifically note the following:
- 13.1.1 The Contractor shall note that no paint drums either full or empty and paintbrushes are kept in open area that may lead to environmental pollution. The same shall be kept in a place specified by the Engineer-in-charge till the final disposal is done. Cleaning of paintbrushes shall be done strictly as per the instructions of Engineer-in-charge and residue collected after cleaning of brushes shall be disposed off as per the instruction of the Engineer-in-charge. After completion of the work, all empty paint containers, waste painting brushes, waste painting rollers etc., shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if it is noticed that the stipulations are not followed, the Engineer-in-charge at his own discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the contractor.
- 13.1.2 The thinner used in painting works shall not contain banned chemicals viz., carbon tetra chloride / halogenated hydrocarbons etc. The thinner to be used in the works shall be brought from approved sources only that are conforming to the stipulations of the Pollution Control Board norms.
- 13.1.3 Welding rod bits after welding shall be collected and stacked in a container at a specified place till the completion of works. After completion of the work, the Welding rod bits shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if compliance of the same is not observed, then the Engineer-in-charge at his discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of Engineer-in-charge in this regard is final and binding on the contractor.
- 13.1.4 The contractor shall specifically note that construction materials shall not be stacked on the already developed lawn areas, and shall be stacked only at a place indicated by the Engineer-in-charge.
- 13.1.5 In case, at any point of time stacking of materials on the developed lawns is noticed (i.e., non-compliance of stipulations of clause 13.1.4 above) the same will be got removed by the Engineer-in-charge without any further intimation at the risk and cost of the contractor. Also the rework of development of lawns etc. if any will be done at the risk and cost of the Contractor. All such expenses will be recovered from the bills of the Contractor and the decision of the Engineer-in-charge in this regard is final and binding on the Contractor.

- 13.1.6 The contractor shall specifically note that no unwanted materials / debris are stacked at the site of work beyond a reasonable time and the same shall be removed from the site of work immediately as and when generated and disposed off as per the directions of the Engineer-in-charge.
- 13.1.7 In case, at any point of time non-compliance of clause 13.1.6 above is observed, the same will be removed from the area by the Engineer-in-charge without any further intimation to the Contractor and at the risk and cost of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the Contractor.
- 13.1.8 The Contractor may specifically note that he shall be fully aware of the acts / rules and regulations pertaining to Environmental protection acts and relevant State Pollution Control Board (SPCB) norms, Central Pollution Control Board (CPCB) norms as well as the requirements of Ministry of Environment and Forests (MOEF). However the Engineer-in-charge will brief on the EMS Policy of the Company on the lines of ISO 14001 Standards (as per updated version from time to time) with regard to specific requirements. Subsequently it shall be the responsibility of the Contractor to educate / train his labour force deployed from time to time regarding the same.
- 13.1.9 The contractor may also note that special training shall be given to the personnel applying pesticides, herbicides, weedicides and the like with regard to the emergency preparedness (like spillage etc.) while transporting, application, stacking and disposal of empty cans.

14.0 Applicability of Clauses:

- 14.1 Clause 2.11.1 to 2.11.5, 6.2.1 to 6.2.6 and 7.1.1 to 7.1.3 of General Conditions of Contract are applicable for civil and composite tenders consisting of civil works and any one of the work among electrical, communication & networks, fire alarm & public address systems etc., or all the works. However, the above clauses may be adopted for the works with Mechanical, Electrical items but without major equipments.
- 14.2 Clause 2.11.6 to 2.11.9, 6.2.7, 6.2.8, 6.6, 6.7, 7.1.4, 7.2, 7.3, 9.0 and 10.0 of General Conditions of Contract are applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

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No.....
Annexure-IA

REFERENCE SHEET TO GENERAL CONDITIONS OF CONTRACT

Ref: Clause 1.1.2

The Authority designated to exercise the rights and obligations under this Contract is

Ref: Clause 1.1.6

..... is the Engineer for the purpose of this Contract.

Ref: Clause 2.20.4

The Comprehensive Insurance Policy to be taken by the contractor shall be from Insurance Company in which Bharat Electronics Limited has also insured its assets and risks or from any other IRDAI approved Insurance Company.

Ref: Clause 3.10.1

CPWD specifications with correction slips as mentioned below shall apply to this Contract.

Up to Correction Slips No.

Ref: Clause 3.12.1

Penal rate of recovery for under utilisation of materials are:
(To be indicated both in figure and words)

- | | | |
|-----|---------------------------|---|
| (1) | Cement per bag of 50 kgs. | : |
| (2) | Paint | : |
| (3) | Oil bound distemper | : |
| (4) | Synthetic enamel paint | : |
| (5) | Acrylic emulsion | : |
| (6) | Water proof cement paint | : |
| (7) | Bitumen | : |
| (8) | Anti-termite chemicals | : |

Ref: Clause 5.2.1

The time for completion of the works under this Contract is (....) Months (including monsoon period) from the date of commencement of work.



Ref: Clause 7.1.1 / 7.1.4

The Defect Liability in respect of the works under this Contract is(.....) Months from the date of issue of a completion certificate by the Engineer.

Ref: Clause 14

The type of work is

**NAME, ADDRESS AND
SIGNATURE OF THE TENDERER**

ACCEPTING AUTHORITY



No.....
Annexure-IB

LOCATION OF WORK AND SCOPE OF WORK

1.0 Location of Work:

1.1 Location of work and inspection of site:

1.1.1 The work to be carried out under this contract is at

1.1.2 The exact location shall be got confirmed from the Engineer-in-charge before taking up the execution of the work.

2.0 Scope of Work:

2.1 The scope of work pertaining to this work is as under:

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ACCEPTING AUTHORITY



No.....
Annexure-IC

SAFETY CODE

1.0 General:

- 1.1 Contractor has to provide and maintain workplaces, plant, equipment, tools and machinery and organize the work so that, there is no risk of accident or injury to health of workers. Work should be planned, prepared and undertaken as under:
 - 1.1.1 Provide such supervision to ensure that workers perform their work with due regard to safety and health of theirs as well as that of others.
 - 1.1.2 Obtain the necessary clearance / work permits as required and specified by the Company.
 - 1.1.3 Dangers, liable to arise at the workplace, are prevented.
 - 1.1.4 Should take into account the safety and health of workers.
 - 1.1.5 Materials and products used are suitable from the safety and health consideration.
- 1.2 Working methods are adopted to safeguard workers against the harmful effects of chemical, physical and biological agents.
- 1.3 Only non-sparking tools are used near or in the presence of flammable or explosive dusts or vapours.
- 1.4 While working at a height of more than 3 meters, works permit should be obtained from competent person before commencement of the job.
- 1.5 Safety awareness to all sections of personnel ranging from site-in-charge to workmen employed shall be given by the contractor.
- 1.6 Contractor shall ensure that all workers are informed and instructed in the hazards connected with their work and environment and trained with regard to precautions necessary to be taken avoid accidents and injury to health.
- 1.7 Contractor shall ensure that buildings, plant, equipment, tools, machinery or workplaces in which a dangerous defect has been found should not be used until the defect has been rectified.
- 1.8 Contractor shall ensure that removal of scrap, inflammable material, surplus materials, waste and debris are carried out at appropriate intervals and as per the direction of Engineer-in-charge.
- 1.9 Contractor shall ensure that labour force and staff employed on the work do not operate or interfere with plant and equipment that they have not been duly authorised to operate, maintain or use.
- 1.10 Contractor shall ensure that all openings through which workers are liable to fall should be kept effectively covered or fenced and displayed prominently.
- 1.11 All necessary personal safety equipment such as helmet, footwear, gloves, goggles, welding shield etc., as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.



- 1.12 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- 1.13 Those engaged in painting and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- 1.14 Those engaged in welding and cutting works shall be provided with protective face and eye shields, and gloves, etc.
- 2.0 **Civil Works:**
- 2.1 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. 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 given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
- 2.2 Scaffolding or staging more than 3.6 m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 2.3 Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m. above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in 2 above.
- 2.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
- 2.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case be less than 29 cm. for ladder up to and including 3 m. in length. For longer ladders this width should be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 33 cm. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- 2.6 The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay the damages and costs which may be awarded to any such persons or which, may with the consent of the Contractor, be paid to compromise any claim by any such person.
- 2.7 Excavation and Trenching: - All trenches 1.2m or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. Ladder shall be extended from bottom of the trench at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m. 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 to collapse. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

3.0 Demolition:

- 3.1 Before any demolition work is commenced and also during the process of the work:-
- 3.1.1 All roads and open areas adjacent to the work side shall either be closed or suitably protected.
- 3.1.2 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.
- 3.1.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the buildings shall be so overloaded with debris or materials as to render it unsafe.
- 4.0 All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 4.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 4.2 Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- 4.3 Those engaged in welding works shall be provided with welder's protective eye sight lids.
- 4.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 5.0 When workers are employed in sewers and manholes, which are in active use, the Contractor shall ensure that the following safety measures are adhered to :
- 5.1 Entry for workers in to the line shall not be allowed except under the supervision of the Engineer or his authorised representative.
- 5.2 At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- 5.3 Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and indicate their presence.
- 5.4 Presence of oxygen should be verified by lowering a detector lamp into the manhole and in case no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
- 5.5 Safety belt with rope should be provided to the workers. While working inside the manhole such rope should handled by two men standing outside to enable him to be pulled out during emergency.
- 5.6 The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- 5.7 No smoking or open flames be allowed near the blocked manhole being cleaned.
- 5.8 The malba obtained on account of cleaning of blocked manhole and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- 5.9 Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer may decide the time up to, which a worker may be allowed to work continuously inside the manhole.
- 5.10 Gas masks with oxygen cylinder should be kept at site for use in emergency.



- 5.11 Air blowers should be used for flow of fresh air through the manholes, whenever called for. Portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non-sparkling gas engines also could be used but they should be placed at least 2 meters away from the opening and on the lower side protected from wind so that they will not be source of friction on any inflammable gas that might be present.
- 5.12 The workers engaged for cleaning the manhole / sewers should be properly trained before allowing to work in the manhole.
- 5.13 The workers shall be provided with gumboots or non-sparkling shoes, bump helmets and gloves, non-sparkling tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- 5.14 Workman descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure, fastening due to corrosion of the rung fixed to manhole wall.
- 5.15 If a man has received a physical injury he should be brought out by the sewer immediately and adequate medical aid should be provided to him.
- 5.16 The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer regarding the steps in this regard to be taken in an individual case will be final.
- 6.0 The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:-
- 6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 6.4 White lead, sulphate of lead or product containing these pigments shall not be used in painting operation except in the form of pastes or paint ready for use.
- 6.5 Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- 6.6 Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
- 6.7 Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 6.8 Overall shall be worn by working painters during the whole of working period.
- 6.9 Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
- 6.10 Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of the Company.
- 6.11 The Company may require, when necessary medical examination of workers.
- 6.12 Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.



- 7.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 8.0 Use of hoisting machines and take including their attachments, anchorage and supports shall conform to the following standards or conditions:
- 8.1 These shall be good mechanical constructions, sound material and adequate strength and free from patent defects and shall be kept in good working order.
- 8.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 8.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which gives signals to operator.
- 8.4 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 8.5 In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer whenever he brings machinery to site of work and get it verified by the Electrical Engineer concerned.
- 9.0 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part of a suspended load becoming accidentally displaced. When worker employed on electrical installations which are already energised, insulating mats, wiring apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any wrist watches and carry keys or other materials which are the good conductors of electricity.
- 10.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 11.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- 12.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer or their representatives.
- 13.0 Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic India.
- 14.0 **Welding / Gas Cutting:**
- 14.1 Common hazards involved in welding / cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks etc. the following precautions should be taken:-
- 14.1.1 Ensure that only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators are used.



- 14.1.2 The work piece should be connected directly to Power supply, and not indirectly through pipelines / structures / equipments etc.
- 14.1.3 The welding receptacles shall be rated for 63A suitable for 415V, 3-Phase system with a scraping earth. Receptacles shall have necessary mechanical interlocks and earthing facilities.
- 14.1.4 All cables, including welding and ground cables shall be checked for any worn out or cracked insulation before starting the job. Ground cable should be separate without any loose joints.
- 14.1.5 An energised electrode shall not be left unattended.
- 14.1.6 The power source shall be turned off at the end of job.
- 14.1.7 All gas cylinders shall be properly secured in upright position.
- 14.1.8 Acetylene cylinder shall be turned and kept in such a way that the valve outlet points away from oxygen cylinder.
- 14.1.9 Acetylene cylinder key for opening valve shall be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Flash back arrestors shall be used to prevent back-fire in acetylene / oxygen cylinder.
- 14.1.10 When not in use, valves of all cylinders shall be kept closed.
- 14.1.11 All types of cylinders, whether full or empty, shall be stored at cool, dry place under shed.
- 14.1.12 Forced opening of any cylinder valve should not be attempted.
- 14.1.13 Lighted gas torch shall never be left unattended.
- 14.1.14 Store acetylene and oxygen cylinders separately.
- 14.1.15 Store full and empty cylinders separately.
- 14.1.16 Avoid cylinders coming into contact with heat.
- 14.1.17 Cylinders that are heavy or difficult to carry by hand may be rolled on their bottom edge but never dragged.
- 14.1.18 If cylinders have to be moved, ensure that the cylinder valves are shut off.
- 14.1.19 Before changing torches, shut off the gas at the pressure reducing regulators and not by crimping the hose.
- 14.1.20 Do not use matches to light torches, use a friction lighter.
- 14.1.21 Move out any leaking cylinder immediately.
- 14.1.22 Use trolleys for oxygen and acetylene cylinder and chain them.
- 14.1.23 Always use Red hose for acetylene and other fuel gases and Black for oxygen, and ensure that both are in equal length.
- 14.1.24 Ensure that hoses are free from burns, cuts and cracks and properly clamped.
- 14.1.25 Avoid dragging hoses over sharp edges and objects.
- 14.1.26 Do not wrap hoses around cylinders when in use or stored.
- 14.1.27 Protect hoses from flying sparks, hot slag, and other hot objects.
- 14.1.28 Lubricants shall not be used on Ox-fuel gas equipment.
- 14.1.29 During cutting / welding, use proper type goggles / face shields.



15.0 Electrical:

- 15.1 Insulating mats, rubber gloves, electrical insulated shoes etc., shall be used while carrying out work at or near electrically live apparatus / Equipments etc.
- 15.2 Only insulated or non conducting tools should be used on or near live electrical apparatus / Equipment.
- 15.3 Low voltage portable electrical tools should generally be used.
- 15.4 All electrical tools used shall be "all insulated" or "double insulated" tools which do not require earthing.
- 15.5 All electrical tools should be got inspected and maintained on a regular basis by a competent electrician and complete records of fitness for use kept.
- 15.6 Only persons having valid licenses should be allowed to work on electrical facilities.
- 15.7 No person should be allowed to work on live circuit. The same, if unavoidable, special care and precautions need to be taken.
- 15.8 Treat all circuits as "LIVE" unless tested and made dead.
- 15.9 Electrical "Tag Out" lock out procedure "MUST" be followed for carrying out maintenance jobs.
- 15.10 Display voltage ratings prominently with "Danger" signs.
- 15.11 Put caution / notice signs before starting the repair works.
- 15.12 All electrical equipment shall have separate and distinct connections to earth grid.
- 15.13 Proper grounding to be ensured for all switch boards and equipment including portable ones prior to taking into service.
- 15.14 Make sure that electrical switchboards, portable tools, equipments (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry and then only use them. Check proper earthing. All temporary switch boards put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.
- 15.15 Don't work with wet hands / body on electrical system.
- 15.16 Don't overload the electrical systems.
- 15.17 Use only proper rated High Rupturing Capacity fuses or circuit breakers.
- 15.18 Industrial type extension boards and Plug sockets are only to be used.
- 15.19 ELCB for all temporary connections must be provided. Use insulated 3-pin plug tops.
- 15.20 All power supply cables should be laid properly and neatly so that they don't cause hindrance to persons working and no physical damage also takes place to the cables during various construction activities.
- 15.21 All Power cables shall be properly terminated using glands and lugs of proper size and adequately crimped.
- 15.22 Use spark-proof / flame proof type electrical fittings in Fire Hazard zones.
- 15.23 Never connect any earthing wire to the pipelines / structures.
- 15.24 Don't make any unsafe temporary connections, naked joints / wiring etc.



- 15.25 Ensure that temporary cables are free from cuts, damaged insulation, kinks or improper insulated joints.
- 15.26 Check at periodic intervals that pins of sockets and joints are not loose.
- 15.27 Protect electrical wires / equipments from water and naked flames.
- 15.28 Insulating mats shall be provided in the front and back end of switch boards.
- 15.29 All parts of electrical installations should be so constructed, installed and maintained as to prevent danger of electric shock, fire and external explosion.
- 15.30 Inspection and maintenance:
- 15.30.1 All electrical equipment should be tested as per approved procedures and commissioning inspected before to ensure suitability for its proposed use.
- 15.30.2 At the beginning of every work, the person using the electrical equipment should make a careful external examination of the equipment and conductors, especially the flexible cables for any physical damage, which is likely to give electric shock or damages to the equipments.
- 15.30.3 Electricians should be provided with approved and tested tools, and personal protective equipment such as rubber gloves, mats etc.
- 15.30.4 All conductors and equipment should be considered to be live unless the same is tested and found dead.
- 15.30.5 When work has to be done in dangerous proximity to live parts the power supply should be cut off. If for operational reasons this is not possible, the live parts should be fenced off or enclosed by qualified staff from the work area concerned.
- 16.0 **If Contractor fails to ensure safety, Engineer-In-charge has rights to suspend the work.**

**NAME, ADDRESS AND
SIGNATURE OF THE TENDERER**

ACCEPTING AUTHORITY



No.....
Annexure-ID

SCHEDULE OF LABOUR RATES

Ref: Clause 2.15.2 of GCC

- 1.0 The Contractor shall note that the wages to be paid to the workmen engaged by him for the work shall not be less than the minimum wages as published by Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India. It may also be noted that the minimum wages are being revised every six (6) months once i.e., during April and October month respectively. Increase in minimum wages will not be reimbursable by the Company. As such, the Contractor shall consider this aspect and quote accordingly. Applicable minimum wages shall be paid to the Contract workmen engaged for the work and same will be checked at the time of making payment.
- 2.0 It may please be ensured that the workmen are paid minimum wages as stated in the contract. Any statutory variation in the rates as indicated by the government shall be implemented by the Contractor also and any violation in adhering to Minimum Wages Act, PF, ESI and insurance Act and / or any labour regulations will be viewed seriously and penal action as deemed necessary will be taken. Certificate as per **Annexure-IE** in this regard shall be furnished by the Contractor at the time of preferring bills.

Ref: Clause 4.2.1.4 of GCC

- 1.0 The prevailing labour rates as published by Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India will be adopted to work out the labour cost of the additional / altered / substituted items of work.

**NAME, ADDRESS AND
SIGNATURE OF THE TENDERER**

ACCEPTING AUTHORITY



No.....
Annexure-IE

CERTIFICATE

Name of the Work:

Ref: Annexure-ID

1. I / We hereby certify that I / We, have disbursed the wages not less than the minimum wages to the workman employed by me for the work done by them during the wages period to which the present bill relates. A copy of the acquittance roll is herewith attached.
2. I / We, confirm that necessary contribution towards PF and ESI as per the statutory requirement have been remitted by me to the authorities concerned.
3. I / We, further certify that the wages earned by them have actually been paid without any unauthorized deduction to the person named in the acquittance, whose identity I / we hereby establish.
4. In the event of any complaints of non-payment or short payment of wages from any workman, I / we, hereby authorise the Company to effect necessary deduction from any amount payable to me by the Company.
5. I / We, are also aware that any statement made here in before is found to be false at a later date, the same would constitute an offense and I/we am/are liable for penal action as contemplated in the Contract Labour (Regulation and Abolition) Act 1970.

DATE:

CONTRACTOR



No.....
Annexure-IE

CERTIFICATE

Name of the Work:

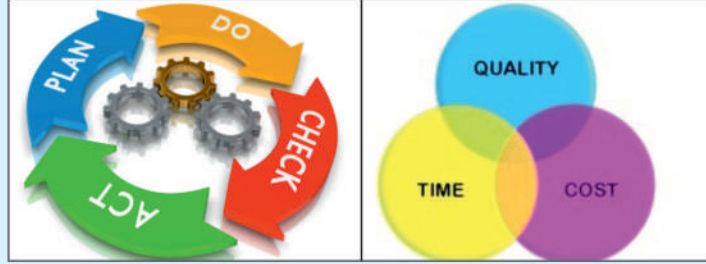
Ref: Annexure-ID

1. I / We hereby certify that I / We, have disbursed the wages not less than the minimum wages to the workman employed by me for the work done by them during the wages period to which the present bill relates. A copy of the acquittance roll is herewith attached.
2. I / We, confirm that necessary contribution towards PF and ESI as per the statutory requirement have been remitted by me to the authorities concerned.
3. I / We, further certify that the wages earned by them have actually been paid without any unauthorized deduction to the person named in the acquittance, whose identity I / we hereby establish.
4. In the event of any complaints of non-payment or short payment of wages from any workman, I / we, hereby authorise the Company to effect necessary deduction from any amount payable to me by the Company.
5. I / We, are also aware that any statement made here in before is found to be false at a later date, the same would constitute an offense and I/we am/are liable for penal action as contemplated in the Contract Labour (Regulation and Abolition) Act 1970.

DATE:

CONTRACTOR





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