

Sub:- Making of kachcha drains and cleaning of open drains/nallahs in Township.

[SPECIAL TERMS & CONDITIONS]

1. The scope of work includes earth work in excavation, disposal of excavated earth, mechanical transportation of earth, cleaning of open drains/nallahs including excavating deposited silt, excavation of kachcha drains, transportation of debries, earth mud etc. as per enclosed schedule A and direction of Engineer Incharge.
2. The Annexure-I of schedule of work is based on DSR 2007 and Annexure-II on last work order R-31/08-09. The tenderer has to quote the rate on percentage basis for Annexure-I and item rate basis for Annexure-II.
3. The contractor is expected to ensure all the payments towards applicable royalties paid to concerned authorities for different materials and also must submit the proof of payment as and when asked by the department.
4. The contractor shall quote the rates considering the cost of all materials, labours, required tools & tackles and applicable royalties & taxes and including all incidentals complete for carrying out work as per specifications and as per direction of the Engineer In-charge.
5. **The tenderer shall quote their rates clearly in figures as well as in words. In case of any difference in quoted rate and amount the rate quoted in words shall only be taken into account for comparison of rates.**
6. The rates quoted shall be valid for a period of 90 days to take appropriate decision by BHEL for award of work.
7. After finalisation of the rates BHEL reserve the right to split and award the work as mentioned in NIT in any area/N'hood of the Township and the decision of BHEL shall be final and binding on the contractor.
8. The quantities provided in the schedule may be vary to any extent as per site requirement and the contractor will be bound to execute the same on the rates as awarded as per instruction of Engineer Incharge. However, the over all value of work will remain within $\pm 10\%$ of the contract value.
9. The work is to be completed within a period of **four months** from the date of award of work or exhaustion of contract value which ever is earlier or otherwise compensation for delay shall be imposed as per provisions of GCC, para 32.
10. The defect liability period for the work executed shall be NIL.

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11. Early completion of work before scheduled date of completion is accepted.
12. The contractor should ensure all statutory payments such as PF, ESI, Bonus etc. periodical inspections pertaining to PF, ESI etc. All other labour regulations & acts must be strictly adhered to as per instructions given from time to time and absolve BHEL from all the liabilities towards the same.
13. In addition to all above terms the "General Condition of the Contract" prevailing for civil works in the unit shall be applicable and the copy of General Condition of the Contract shall be made available to the interested tenderers on extra payment of Rs. 100/-.
14. In case the performance of contractor is not found satisfactory the contract may be short closed as per decision of the Engineer In-charge with short closure penalty.
15. The deduction towards Income tax, VAT and other taxes as applicable from time to time shall be made from the payments.
16. The tenderers are expected to have inspected the work site and read & understood the condition prior to quoting the rates as no claim subsequent to submission of the tender shall be entertained.
17. The EMD by the tenderer will be forfeited if
 - i) After opening of the tender, the tenderer revokes his tender within the validity period OR increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
18. Time extension or deviation in contract sum shall normally be not granted. However in deserving cases, application must be sent in advance (at least 15 days before the date of completion of contract) stating reasons for delay or deviations, for consideration and approval of competent authority. Upon approval such deviation or time extension shall be communicated separately to the contractor. Any work done in violation of above norm will be treated as unauthorized and BHEL shall not be responsible for making payment for such work.
19. Payment shall be made by the contractor to his employees as per their category & nature of work which shall not be less than the rates declared from time to time under minimum wage act by Govt. of M.P. and it should be paid by cheque by opening an bank account of each employee/worker.

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20. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representatives of contract operating division who shall record under his signature at the end of entries in the register of wages in the following form.

"Certified that the amount shown in column no. has been paid to workers concerned in my presence on date at time"

Signature of Contractor

21. Contractor shall remit ESI contribution of employee's together with employer's within 21 days of the last day of calendar month in which the contribution falls due shall send a return of contribution in Form 6 before 12th May and 12th November of every year along with receipted challans to ESI office. Present rate of employer share is ESI 4.75% and employee is 1.75%.
22. Contractor shall distribute wage slip to his employees one day before the last day of the month.
23. Wage shall be paid at the workplace in presence of two BHEL representative from the contracting department & HR-Cell respectively.
24. Running bills shall be supported with copies of wage sheets and PF as well as ESI challans.
25. The contractor has to produce documentary proof of their labourers engaged on work showing registration with the local police and verification of their character and antecedents done by police, without which running/final bill will not be entertained.
26. Security Deposit shall be collected as provision as per BHEL Work Policy 2008.
27. Whenever there is contradiction in General Condition of Contract (GCC) and Special Terms & Conditions, the provision of special Term & Condition will prevail over GCC.
28. Shrot closure penalty - In case of not completion of the contract below 90% of C.A. value without instruction of department, a lumpsum penalty of 10% of C.A. value will be imposed on the contractor for leaving the work incomplete.

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29. It will be sole responsibility of the contractor to submit final bill in time, not exceeding six months from the date of completion of work. The bills submitted after six months of completion of work shall be treated as late bills. BHEL shall consider deduction of 2% of the bill amount of late bills for delay in submission of bills per month subject to a ceiling of 10% of the bill amount at the discretion of the department. The decision of the head of the department shall be final and binding on the contractor in this matter.
30. All the conditions of NIT will form part of Special Terms & Conditions.
31. Mode of payment will be through EFT only.
32. Responsibility of authenticity of documents submitted by the tenderer lies totally with them. If at any stage it is found that any document submitted by them is not authentic then BHEL will take any action against the tenderer as deemed fit. The tenderer will be whole responsible for such resulting action.
33. The contractor should have adequate safety measures/appliances, tools & tackles for execution of work.
34. The contract should ensure that they are registered with BHEL in appropriate class and category before purchase of the tender. BHEL reserve the right to reject the tender of the contractor who does not fulfill the requirement of class and category as per the registration norms.

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SINGATURE OF OFFICER