

## ( GENERAL CONDITIONS )

**Sub:** Annual maintenance of white washing, colour washing, distempering, water proofing, cement painting, painting of various buildings inside factory area.

1. The scope of work includes entering into a works contract for Annual maintenance of white washing, colour washing, distempering, water proofing, cement painting, painting of various buildings inside factory area.
2. The schedule of work is prepared on the basis of DSR'2007 and Item rate basis.
3. The tenderer shall quote his rate considering cost of all materials, labour, required tools & tackles and all incidentals complete for carrying out the items of work in entire area of factory.
4. 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.
5. The tenderer should quote percentage of rate as mentioned below the annexure , in case of annexure consisting “ rate to be quoted by the contractor” , i.e. item rate annexure, the tenderer should quote item rate, otherwise, if quoted differently his tender may be rejected.
6. The rate quoted shall be valid for a period of 90 days to take appropriate decision by BHEL for award of work. Defect liability period will be Six months.
7. BHEL also reserve the right to award even a single annexure of schedule `A' to any of the contractor and the contractor will be bound to execute the same accordingly at his quoted rate for the annexure.
8. Any of the schedule item can be got executed to any extent as per requirement arises from time to time with over all deviation of plus minus 10 % for which prior approval is to be obtained from the competent authority.
9. The contractor is expected to perform the work within the specified time. In case of any delay or failure in carrying out work entrusted the department will be free to get executed the work through alternate sources at risk and cost for which no claim of the contractor shall be entertained.
10. The penalty for delay in executing the work shall be imposed @ 0.50 % (Half percent) per week of the contract value to a maximum limit of 7.50% of the contract value.
11. In case of unsatisfactory performance of the contractor, the value of original award may be restricted at any amount as decided by Engineer in-charge and the work for balance award amount shall be got executed through other agency with suitable punitive action as per GCC.
12. The amount of security deposit will be calculated as per BHEL norms against the contract value. The EMD of successful tenderer shall be converted and adjusted against the security deposit.
13. The 50 % of the security deposit shall be collected before start of the work and the balance 50 % may be recovered from the running bills.
14. The S.D. shall be released full or part along with the final bill as per the prevailing GCC rules.
15. The deduction towards income tax and VAT as applicable from time to time shall be made from the bills. The requisite Income Tax, Sales Tax , Service Tax registration no. should be furnished in Technical bid.
16. The contractor is expected to ensure all the statutory payments, periodical inspection etc. pertaining to PF, ESI and all other labour regulations & acts strictly adhered to as per instruction given from time to time and absolve BHEL from all the liabilities towards the same.

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Signature of Contractor &amp; Seal

17. 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 wages act by Govt. of M.P. Payment to the worker by the contractor be made through bank A/c. / Cheque.
18. 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 representative 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

19. Contractor shall remit ESI contribution of employee's together with employer's within 21 days of the last day of the calendar month in which the contribution falls due and shall send a return of contribution in Form 6 before 12<sup>th</sup> May and 12<sup>th</sup> 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%.
20. Contractor shall distribute wage slip to his employee one day before the last day of the month.
21. Wage shall be paid at the workplace in presence of two BHEL representative from the contracting department & HR-Cell respectively.
22. Running bills shall be supported with copies of wage sheets and PF as well as ESI challans.
23. In addition to all above terms, the “General condition of contracts prevailing for civil works in the unit shall be applicable & the copy of the same shall be made available to interested tenderers on extra payment of Rs. 100/-
24. The tenderers are expected to have inspected the work site, read & understood the conditions prior to quoting their rates as no claim subsequent to submission of the tender shall be entertained.
25. Quoted rates must be inclusive of all taxes, duties, incidentals etc except service tax, which is to be specified with service tax registration number & proof thereof.
26. The rate should be exclusive of service tax and the same is payable extra against showing the same in invoice and indicating service tax registration no. Total tax payments receipts must be submitted to FCX before finalization of bill of the work for reimbursement otherwise BHEL will not be responsible for payment of service tax. The contractor will be held fully responsible to pay the service tax after finalization of the bill for the work and no reimbursement will be entertained after completion of work. The service tax registration no. & invoice bill have to be submitted for the payment.
27. The Contractor has to start the work immediately as soon as he has been instructed and complete the work within the shortest period. If BHEL feel that the work is delayed intentionally BHEL will be free to get it done through alternate source and punitive action will be taken as deemed fit.
28. Mode of payment will be through EFT only.
29. Contractor has to return all the passes issued to him back to CISF & obtain NOC.
30. The tenderers may consider price variation at the initial stage of quoting the rates itself as **there is no price variation clause** in this tender.

Signature of Contractor & Seal

Sr. Engineer(FCX/Plg.)