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PROJECT : **RENOVATION & MODERNISATION OF C & I SYSTEM
NATIONAL THERMAL POWER CORPORATION
KORBA SUPER THERMAL POWER PROJECT,
STAGE I, Unit #1, #2, & #3 (3 x 200MW),
JAMNIPALI , KORBA,
CHATTISGARH 495 450**

TENDER NO. CE:ES:2013-14:003:NTPC KORBA R&M:KP

FOR

Receipt of Materials, Unloading, verification, stacking and maintenance of stores records at BHEL Stores / Open yard and providing Man power assistance at BHEL EDN Office / Field hostel for Renovation & Modernisation of C&I system at NTPC, Korba STPP, Stage 1 (3 x 200MW), KORBA (CG).

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
External Services Department
Electronics Division
P.B.No. 2606 ,Mysore Road
Bangalore 560 026

**Tender Enquiry Ref: CE:ES:2013-14:003:NTPC KORBA R&M:KP
Date: 31/05/2013**



BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)

External Services Department

Electronics Division

P.B. No. 2606 Mysore Road

Bangalore 560 026

E mail: kparthasarathy@bheledn.co.in

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BID'S ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

INDEX

SL.NO.	CONTENTS	PAGE
1	Index	3
2	Tender Notice	4-6
3	Tender Notice – NEWS PAPER	7
4	Procedure for submission of tender	8
5	Project synopsis	9
6	Checklist & Schedule of General Particulars	10 - 11
7	Section – I General Instructions to Tenderer	12 – 20
8	Section – II General Terms & Conditions	21 – 39
9	Section - III Special Conditions of Contract	40 – 57
10	Annexure 1: Provisional List of Materials to be handled	58 - 60
11	Annexure 2: Indicative List of T&P & IMTEs to be arranged by the Contractor	61
12	Annexure 3: Certificate of Declaration for confirming the knowledge of Site Conditions	62
13	Annexure 4: Non-Disclosure Agreement - Memorandum of Understanding	63
14	Annexure 5 : Financial Viability	64
15	Annexure 6: Analysis of Similar Jobs Executed / In progress.	65
16	Annexure 7: Status of Tools & Plants	66
17	Annexure 8: Month wise T & P deployment plan	67
18	Annexure 9: Analysis of Unit Rate Quoted	68
19	Annexure 10: Authorised Representative - Declaration Sheet	69
20	Annexure 11 : Electronic Fund Transfer Details	70 – 71
21	Annexure 12: Format for Bank Guarantee for Security deposit with list of Member Banks	72 – 77
22	Annexure 13: Format for claim for refund of security deposit.	78 – 80
23	Annexure 14: Format of Declaration to be given with the final Bill	81 – 82
24	Price Bid with rate Schedule	83 – 84



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
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Phone : 0091-80-26989031

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TENDER NOTICE

Sealed tenders are invited from the contractors, fulfilling qualifying requirements, for the work of Receipt of Materials, Unloading, stacking and maintenance of stores records at BHEL Stores / Open yard and providing Man power assistance at BHEL EDN site Office / Field hostel for Renovation & Modernisation of Station C&I contract at NTPC, Korba STPP, Stage 1 (3 x 200MW), PO Jamnipali, Distt. KORBA (CG).

QUALIFYING REQUIREMENTS:

"Bidders who wish to participate should satisfy the following 'Qualifying Requirements':

1. Tenderers should have executed similar nature of work during last seven years in power projects / Industrial Projects consisting of Boiler & Steam turbine controls, Balance of plant controls and related field instrumentation works.
2. Experience of having successfully completed similar works during last 7 years from the date of tender notice should be either of the following :
 - a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice
OR
 - b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice
OR
 - c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice.

3. Latest Bankers Solvency Certificate from Nationalized / Scheduled Bank issued not earlier than 12 months from the final date of Tender submission for value not less than 10% of the estimated cost mentioned in the notice.
4. Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be 30% of the estimated cost as mentioned against each work in this notice.
5. Registration with BHEL, other organization if any

For this work, Bidder selection is subject to the approval of BHEL's Customer **i.e M/s.NTPC, Korba STPP, Stage 1, Korba (CG)**.

Notes:

- i) The Tender Documents comprises of following;
 - a) Tender Notice, Procedure for submission of Tender
 - b) Project Synopsis, General Instructions to Tenderer.
 - c) General Conditions of Contract,
 - d) Special Conditions of Contract
 - e) Rate Schedule
- ii) The tender documents with complete details are hosted on BHEL's web page www.bhel.com or www.bheledn.com
Bidders intending to participate may down load the tender document from the web site. Bidders downloading the tender documents from the web site shall remit Rs 2000/= (Rupees Two thousand only) in the form of crossed demand draft (non - refundable), in favour of "BHEL Bangalore" along with their offer.
- iii) Tenders must be submitted to the undersigned latest by **14 00** Hrs on **21/06/2013**. Technical bids shall be opened at **14.30** Hrs. on **21/06/2013** at the office of the undersigned. Tenders not accompanied with full Earnest Money Deposit of Rs. **1,00,000/- (Rupees One Lakh Only)** by Pay Order Or Demand Draft will not

be considered. Tenders received after the due date and time shall be liable to be summarily rejected.

- iv) All corrigenda ,addenda, amendments and clarifications to this tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- v) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- vi) BHEL takes no responsibility for any loss / delay of documents or correspondence sent by courier / post.
- vii) Bids once submitted, shall not be returned.
- viii) Unsolicited rebate / discount shall NOT be accepted after bid opening.

DGM (External Services)



Bharat Heavy Electricals Limited
(A Government. Of India Undertaking)
External services Dept , Electronics Division,
Mysore Road, Bangalore 560 026

Phone : 0091-80-26989031
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TENDER NOTICE - NEWS PAPER

 BHARAT HEAVY ELECTRICALS LIMITED ELECTRONICS DIVISION P.B.No. 2606, Mysore Road, Bangalore - 560 026	
Ref.No. CE:ES:2013-14:003/NTPC Korba R & M:KP Date: 31.05.2013	
TENDER NOTIFICATION	
Sealed Tenders in the prescribed form are invited from contractors having experience in the similar work and value.	
Particulars	Details
Job	Receipt, Unloading, Stacking of Control & Instrumentation System Package Materials 3 x 200 MW Unit
Project Site	NTPC Korba Stage 1, KORBA STPP, Jamnipali, KORBA, Chattisgarh - 495450
Tender Type	Open Tender (TWO PART TENDER)
Estimated Value	Rs. 37,00,000/- (Rupees Thirtyseven Lakhs Only)
EMD	Rs. 1,00,000/- (Rupees One Lakh Only)
Document Charges	Rs. 2,000/- (Rupees Two Thousand Only)
Website for downloading Tender Details	www.bheledn.com / www.bhel.com / www.tenders.gov.in
Due Date & Time	21.06.2013, 1400 Hrs.
All corrigenda, addenda, amendments, time extension, clarification, etc. to the tender will be hosted on Website www.bhel.com and www.bheledn.com only. Bidders should regularly visit websites to keep themselves updated.	
Deputy General Manager (External Services)	

3w x 8h



BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
External Services Dept Electronics Division
Mysore Road Bangalore 560 026

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The Bidders must submit their tenders as required in two parts in separate sealed covers prominently superscribed as Part-I Technical bid and Part-II Price bid also indicating on each of the cover tender specification no. Date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except Price bid Part-II, complete set of tender document consisting of General conditions of Contract, "Technical specification & Special terms and condition" (Part-I) issued by BHEL shall be enclosed in Part I Technical Bid only. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**. The EMD amount & Tender Fee are to be attached in FIRST COVER (TECHNICAL BID)

PRICE BID (COVER-II)

Bidders may please note that price bid is to be submitted only in original copy of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

TENDER BID (COVER-III)

The Two separate covers i.e. cover I & II shall together be enclosed in a third envelope (Cover-III) and this sealed cover shall be super scribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

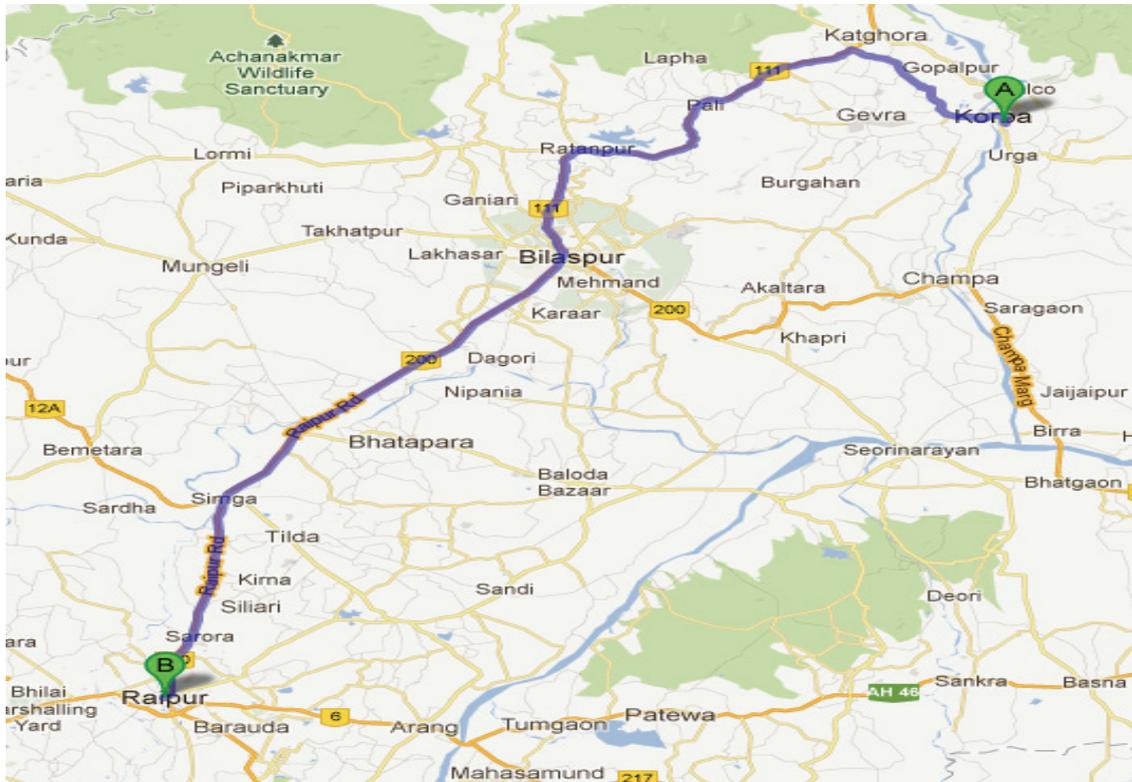
PROJECT SYNOPSIS

Korba Super Thermal Power Project, a pit head coal based thermal power project, is located in Korba District of Chattisgarh state.

BHEL has been awarded the work of supply, material receipt, storage preservation, erection, testing and commissioning of stage I (3 x 200 MW) Unit-1,2 & 3 renovation and modernization of C & I system by NTPC. The site location, approach & map is reproduced below:

The site is located on the western bank of river Hasdeo near Korba town in Korba district of Chhattisgarh state. The site is contiguous to the right bank irrigation canal originating from Hasdeo barrage. BALCO Aluminium plant and two power stations are already located on both the banks of Hasdeo river vicinity.

Korba town is a broad gauge railhead 37 km away from Champa railway station on Kolkata – Nagpur main line of South-Eastern Central railway and is approximately 510 km from Nagpur by rail. The site is very close to all weather road between Kotghora & Korba and is approximately 110 km from Bilaspur and 10 Km from Korba Town. The nearest airport is Raipur located at a distance of approximately 250km from the project site.



CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.

1	Name and Address of the Tenderer	
2	Telegraphic/Telex Address	
3	Phone No. (Office) / Fax No.	
4	Name & designation of the officials of the tenderer to whom all the references shall be made	
5	Tenderer's Proposal No. & date	
6	Whether EMD submitted (By cash / Pay order / Bank Draft)	Yes / No
7	Validity of offer / rates quotes for Three months from the date of opening of Tender	Yes / No
8	Financial status as per Clause 11.1 (in the format as per Annexure-5)	Yes / No
9	Income tax Clearance Certificate as per clause 11.2	Yes / No
10	Details of Experience as per clause 11.3 (in the format as per Annexure-6)	Yes / No
11	Month wise & Category wise manpower deployment plan as per Clause 11.4 (in the	Yes / No

	format as per Annexure-7)	
12	Attested copy of power of attorney as per clause 11.5	Yes / No
13	Details about type of the firm as per clause 11.6	Yes / No
14	Status of T&P and month wise deployment plan as per clause 11.7 (in the format as per Annexure-8)	Yes / No
15	Analysis of unit rate quoted a per clause 11.8 (in the format as per Annexure-9)	Yes / No
16	Declaration sheet as per clause 11.9 (in the format as per Annexure-10)	Yes / No

Date: _____

(Signature of the Tenderer with stamp)

WITNESS

(Signatures with Full Particulars)

1.

2.

Section I : General Instructions to Tenderer

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (In Duplicate) super scribing the name of work as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE (page 7 of 81).
3. Tenders submitted by post shall be sent as "REGISTERED/SPEED/ COURIER POST" and shall be posted with due allowance for any postal delay. The tenders received after the Due Date and Time of opening, are liable to be rejected.
4. Tenders shall be opened at the Time and Date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may wish to be present.
5. The tenderers shall closely peruse all the clauses indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., He / she shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering the offer, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
7. Tenderer must fill up all the schedules and furnish all the required information as per the instruction given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The Tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures

THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

9. All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
10. Qualifications of TENDERERS: Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.
11. DATA TO BE ENCLOSED: Full information shall be given by the tenderer in respect of the following. Non submission of this information may lead to rejection of the offer.
 - 11.1. FINANCIAL STATUS: Financial viability as per proforma enclosed at ANNEXURE – 5.
 - 11.2. INCOME TAX CERTIFICATES: A Certificate from Income tax clearance from the appropriate authority in the forms prescribed therefore duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
 - 11.3. PREVIOUS EXPERIENCE: A Statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at ANNEXURE – 6.
 - 11.4. ORGANISATION CHART: The organization pattern that are totally available with him and that will be employed by the tenderer for this work in the form of month wise and category wise deployment plan.
 - 11.5. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall be attached.

- 11.6. IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed / instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

- 11.7. A list of tools and tackles (including cranes, tractor, trailers etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per proforma enclosed at ANNEXURE – 7 & 8.
- 11.8. Analysis of Unit Rate Quoted as per proforma enclosed at ANNEXURE – 9.
- 11.9. Declaration sheet as per proforma enclosed at ANNEXURE – 10.
- 11.10. IN ADDITION TO THE ABOVE, the particulars required elsewhere in tender documents.
- 11.11. Checklist and schedule of general particulars duly filled in, signed and stamped.

Note: In terms of clauses 11.1 to 11.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

12. EARNEST MONEY DEPOSIT: Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

Note: Bank Guarantee, Cheques, Currency Notes, Money orders or Postal orders will not be accepted.

- 12.1. Cash (As permissible under Income Tax Act): The amount should be remitted by the party to the cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed along with the tender.
- 12.2. Pay order or Demand Draft in favour of Bharat Heavy Electricals Limited, Bangalore.
- 12.3. Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.4. The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- 12.5. In the case of unsuccessful tenderers, the Earnest Money will be refunded normally within thirty (30) days of acceptance of award of work by the successful tenderer.
- 12.6. BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful tenderer.
- 12.6.1. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- 12.6.2. 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.
- 12.7. EMD shall not carry any interest.
- 12.8. Tenderers, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakhs only) in cash (As permissible under Income Tax Act) / DD / pay order only with the cashier of BHEL. Tenderers, who furnish one time EMD as above, will not be required to furnish EMD time and

again along with their tenders submitted to BHEL/EDN. However they will be required to indicate the cash receipt & date of one time EMD in their bid / tender. EMD provided against any other tender shall not be adjusted either partly or fully against this tender.

13. **AUTHORISATION AND ATTESTATION:** Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
14. **VALIDITY OF OFFER:** THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS. In case Bharat heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer's.
15. **EXECUTION OF CONTRACT:** The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time (30 DAYS) after the acceptance of his / her tender and in any case before submitting the first bill for Payment.
16. **SECURITY DEPOSIT:** Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
 - 16.1 The Total amount of Security Deposit shall be as follows:
 - 16.1.1 In case of work costing upto INR 10 lakhs: 10% of the contract value.
 - 16.1.2 In case of work costing above INR 10 lakhs and up to INR 50.0 lakhs: INR One lakh + 7.5% of the amount exceeding INR 10 lakhs.
 - 16.1.3 In case of work costing more than INR 50 lakhs: INR 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs.

16.2 The Security Deposit shall be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms:-

16.2.1 The Security Deposit as indicated in the Letter of Intent in cash (As permissible under Income Tax Act).

16.2.2 Pay order, Demand Draft in favour of BHEL.

16.2.3 Local cheques of scheduled banks, subject to realization.

16.2.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)

16.2.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The Bank Guarantee format should have the approval of BHEL.

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

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

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

16.3 The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl.No (16.2.4) and (16.2.6) above will be subject to hypothecation or

endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 16.4 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 16.5 The validity of the Bank Guarantee furnished towards Security Deposit under (16.2.5) above shall be up to the period of completion of work as stipulated in the Letter of Intent + 6 months and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period.
- 16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him/her.
- 16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.8 In any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realised fully without referring to the contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 16.9 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the security Deposit, against any claims of any other contracts with BHEL.
- 16.10 RETURN OF SECURITY DEPOSIT: If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form (refer annexure 13) and

returns properties belonging to BHEL taken, borrowed or hired by him / her for carrying out the said works, half the amount of security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with contractor. It may be noted, that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after SIX months from release of first 50% of Security Deposit.

Note: The Bank Guarantees are to be submitted as per BHEL - EDN proforma (refer annexure 12).

17. No Interest shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

18. REJECTION OF TENDER AND OTHER CONDITIONS:

18.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

18.1.1. To reject any or all of the tenders.

18.1.2. To split up the work amongst two or more Tenderers.

18.1.3. To award the work in part.

18.1.4. In either of the contingencies stated in (18.1.2) and (18.1.3) above to modify the time for completion suitably.

18.2. Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

18.3. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender,

BHEL may cancel such tender at its discretion unless the firm retains its character.

- 18.4. BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 18.5. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/any other moneys due.
- 18.6. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7. Should a tenderer or contractor or in the case of a firm or Company of contractors / one or more of its Partners / shareholders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing which BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 18.8. The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission from BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 18.9. NO DEVIATIONS to the tender conditions will normally be accepted.

SECTION-II

GENERAL TERMS AND CONDITIONS

- 19 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 19.01 BHEL (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 19.02 'GENERAL MANAGER' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.03 'ENGINEER' or 'ENGINEER-IN-CHARGE' shall mean Engineer deputed by BHEL. The terms include Addl. General Manager, Sr. Deputy General Manager, Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 19.04 'SITE' shall mean the place or places at which the plants / equipments are to be unloaded / stored / erected and services are to be performed as per the specifications of this Tender.
- 19.05 'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment.
- 19.06 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.07 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless

specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.

- 19.08 'GENERAL CONDITIONS OF CONTRACT' shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
- 19.09 'TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specification Number will be assigned to each tender specification.
- 19.10 'TENDER DOCUMENTS' shall mean the General Conditions of Contract (19.08) and Tender Specifications (19.09).
- 19.11 'LETTER OF INTENT' shall mean the intimation by a letter/telegram/telex/fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 19.12 'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the Store/godown to BHEL after due material reconciliation which are found acceptable by the Engineer being of required quantity and conforming to the Material Verification Register.
- 19.13 'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 19.14 'EQUIPMENT' shall mean all equipments, machineries, materials, structural, electrical and other components of the plant covered by the Contract.
- 19.15 'TESTS' shall mean and include such test or tests to be carried out by the contractor as prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.

- 19.16 'APPROVED','DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
- 19.17 'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing of the equipment to the entire satisfaction of BHEL.
- 19.18 'SINGULAR' and 'PLURAL' etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.
- 19.19 'HEADINGS' The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 19.20 'MONTH' shall mean calendar month.
- 19.21 'WRITING' shall include any manuscript, typed, written or printed statement under the signature or seal as the case may be.
- 20 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION: The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Bangalore having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.
- 21 ISSUE OF NOTICE The Contractor shall furnish to the Engineer, the name, designation and address of his authorised representative and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised representative or left at or posted to the address either of the contractor or his authorised representative shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

22 USE OF LAND No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

23 COMMENCEMENTS AND COMPLETION OF WORK

23.01 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.

23.02 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

23.03 All the works shall be carried out under the direction and to the satisfaction of BHEL.

23.04 The unloaded / stored C&I materials or Service provided or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects.

24 MEASUREMENTS OF WORK AND MODE OF PAYMENT

24.01 All payments due to the contractor shall be made by Electronic Fund Transfer.

24.02 For progress / running bill payments, the contractor shall present detailed measurement sheets in **TRIPLICATE** duly indicating all relevant details based on documents and connected drawings for the work done during the month/period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/weights shall be the relevant documents (LR copy / Waybill / Invoice / Packing List). These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

24.03 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of

payment shall be entered in the Measurement Book and signed by both the parties.

- 24.04 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- 24.05 All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 24.06 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 24.07 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 24.08 The Contractor shall bear the expenditure involved, if any, in making the measurements in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 24.09 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.
- 24.10 Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 24.11 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values

shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value, if applicable, shall remain unpaid which shall be released in accordance with clause 32.

25 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

25.01 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, sub-letting of the contractual obligations etc. and to claim/recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.

25.02 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/BHEL's obligation to its customer.

25.03 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

25.03.1 Contractor's continued poor progress.

25.03.2 Withdrawal from or abandonment of the work before completion of the work.

25.03.3 Corrupt act of the contractor.

25.03.4 Insolvency of the contractor.

- 25.03.5 Persistent disregard of the instructions of BHEL.
- 25.03.6 Assignment, transfer, sub-letting of the contract work without BHEL's written permission.
- 25.03.7 Non-fulfilment of any contractual obligations.
- 25.04 To recover any monies due from the Contractor from out of any monies due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.05 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value.
- 25.06 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 25.07 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- 25.08 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.09 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.10 While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/extra payment on this account.

25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

26 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.

26.3 The contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as the payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

26.4 The Contractor, in the event of his engaging 20 (Twenty) or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/customer.

26.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.

- 26.6 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.8 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 26.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 26.10 All the properties/equipment/components of BHEL/its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 26.11 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL / its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL / its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor of security deposit in one installment.

- 26.12 The contractor shall fully indemnify and keep indemnified BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract.
- 26.13 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.14 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- 26.15 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 26.16 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called so for.
- 26.17 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.18 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.19 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 26.20 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.

26.21 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.

26.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him/her shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

26.23 The contractor shall execute the work in the most substantial and workmen like manner in the stipulated time. Accuracy of work and timely execution shall be essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.

26.24 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

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

27.1 All safety rules and codes applied by BHEL and its customer at site shall be observed by the contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, sign etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent

pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, constructions tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests for handling equipment, lifting tools, tackles etc. as per usual standards and practices.

- 27.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.
- 27.2.1. Safety Helmets conforming to IS-2925
 - 27.2.2. Safety Belts conforming to IS-3521
 - 27.2.3. Safety shoes conforming to IS-1989
 - 27.2.4. Eye & Face Protection devices conforming to IS-8520 and IS-8940
 - 27.2.5. Hand & Body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- 27.3 All tools, tackles lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- 27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.

- 27.5 The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 27.6 Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosive Act, Petroleum and Carbides of Calcium Manual of the Chief controller of Explosives, Government of India etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.
- 27.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 27.9 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

- 27.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 27.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.
- 27.13 During the course of shifting, verification, and restacking, the scrap lumbers with protruding nails, sharp edges etc., and all other packing material debris including combustible scrap shall be kept cleared from working areas, passage ways and in and around store area.
- 27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 27.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 27.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire

protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and/or impose penalty as deemed fit by the Engineer.

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

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

28 CONSEQUENCES OF CANCELLATION

28.1 Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

29 INSURANCE

- 29.1 BHEL / its customer shall arrange for insuring the materials / property of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 29.2 IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INSURE HIS WORKMEN AGAINST RISKS OF ACCIDENTS AND INJURY WHILE AT WORK AS REQUIRED BY THE RELEVANT RULES AND TO PAY COMPENSATION, IF ANY, TO THEM AS PER WORKMEN'S COMPENSATION ACT. THE CONTRACTOR SHALL ALSO INSURE HIS STAFF AGAINST ACCIDENTS. THE WORK WILL BE CARRIED OUT IN A PROTECTED AREA AND ALL THE RULES AND REGULATIONS OF BHEL / ITS CLIENT IN THE PROJECT AREA WHICH IS IN FORCE FROM TIME TO TIME WILL HAVE TO BE FOLLOWED BY THE CONTRACTOR.**
- 29.3 If due to negligence and / or non-observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 29.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss till the same is taken over by BHEL or customer. For lodging/processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage/loss is due to carelessness/negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.
- 29.5 If due to negligence/carelessness on the part of the contractor, any material/equipment gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserve the right to recover deductible franchise and

also unsettled portion of insurance claim amount from the contractor.

29.6 If due to negligence / carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.

29.7 The contractor may note that BHEL T&Ps/IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/loss till the same is handed over back to BHEL. In case the damage/loss is due to carelessness/negligence on the part of the contractor, the Contractor is liable to get them repair/replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

30 STRIKES AND LOCKOUTS

30.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractors workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.

30.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

31 FORCE MAJEURE

31.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

- 31.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

32 GUARANTEE.

Even though the work (work of unloading and assistance to site Office) will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship, and shall rectify, free of cost to BHEL, all defects arising out of faulty workmanship within the time specified by Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any monies payable to the contractor or by other legal means.

33 ARBITRATION

- 33.1 Except where otherwise provided for in this contract, all questions and disputes relating to the meaning of the terms and conditions and instructions herein before mentioned and as to the completion of work/services, has been other questions, claim, right, matter of things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the schedule of work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Additional General Manager of External Services Department of BHEL, Electronics Division(AGM/ES) and if the Additional General Manager is unable or unwilling to Act, to the sole arbitration of some other person appointed by the Executive Director, BHEL-Electronics Division, willing to Act as such arbitrator.
- 33.2 There will be no objection for the Purchaser if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the

course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Additional General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of the contract, such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

- 33.3 Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating 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. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

SECTION: III**SPECIAL CONDITIONS OF CONTRACT**

34. GENERAL SCOPE OF WORK

- 34.1. BHEL has been awarded the work of Design, Manufacture, supply, installation, erection & commissioning for Renovation and Modernisation of Control & Instrumentation Package for 3 x 200MW Units at NTPC, Korba STPP, Stage 1, Jamnipali, Korba Dist., Chattisgarh. The equipments consist of Control and Instrumentation System equipments, along with the associated auxiliaries. These materials will be supplied from our manufacturing unit at Bangalore as well as our vendors located both in the country and abroad. The scope of work under this tender consists of taking delivery of materials and other equipment's from Trucks, unloading and shifting of these materials to their designated locations & Stacking. **Certain materials will be unloaded by transporter at the designated place.** Also assistance to be provided to BHEL site for verification, material issue to erection contractor, record keeping, handing over of materials to erection agency, spares to customer, material reconciliation. The delivery of these materials will be inside the project campus by road transport.
- 34.2. The contractor is to use his own equipments like suitable lifting devices (or arrange the material handling cranes) and other material handling equipment including all necessary Tools & Plant required for the above work.
- 34.3. Approximate quantity, to be handled, is indicated in the rate schedule. It may be noted that the list of materials to be handled is also given separately for understanding the type of materials to be handled. The unloading is to be normally carried out at BHEL stores. However in certain cases BHEL Engineer may instruct the contractor to unload the materials at any place within the plant premises. The quoted rate shall remain valid for this work also.

Note: In case some of the material have already been received at site. Shifting, Stacking, relocating verification etc. of these materials to be carried out on the instructions of BHEL ENGINEER.

After the stacking / verification, the materials may need to be restacked / shifted within the storage area as per the instructions of the Engineer. The activity of restacking shall be applicable and payable only if the materials need to be shifted and restacked to different location with the help of material handling equipment as per the instruction of BHEL Engineer. The contractor will have to carry out the instructions of the BHEL Engineer and will be paid as per item No 2 of the Rate Schedule for this restacking work.

Quantities mentioned in the rate schedule are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity or overall quantity.

Tenderers are required to take above into account while quoting the unit rates quoted as per Rate Schedule so as to take care of such variation during execution stage. The Gross weight as indicated in the packing slip will be considered for payment purpose. In case the details of the weight are not available, the BHEL Engineer will refer other documents like drawings / dispatch documents to arrive at the weight of the consignment. The decision of BHEL Engineer is final and binding on the contractor. The manpower as required for the work of unloading and stacking (Sr.No.1&2 of rate schedule) is to be arranged by the contractor depending upon the work load. However a minimum of 2 No's are to be retained for the initial 12 months. The additional manpower whenever needed is to be arranged immediately.

34.4. The contractor under this contract shall also provide services (Refer Rate Schedule Sr.No.3 & 4) who are :

34.4.1. Qualified personnel capable of operating computer and familiar with MS Office, MS Excel / other similar packages available at site office / stores work.

34.4.2. Qualified personnel having experience in maintaining store transactions / material issue etc.

34.4.3. Unskilled workers for working in Site office / stores & Field Hostel / Quarters. Persons so deployed shall have to work in extended hours whenever required.

Workmen provided as per the above provisions shall be experienced in the nature of work for which they are deployed.

The services of manpower provided under 3 & 4 of rate schedule are for exclusive use of BHEL Site. These shall not be utilized for contractors work under 1 & 2 of rate schedule.

In case the work performance of the manpower provided under 3 & 4 of rate schedule is not satisfactory, BHEL Engineer may seek replacement. The contractor shall replace the manpower within 7 days from the date of intimation. Decision of BHEL Engineer is final & binding on the contractor.

- 34.5 Annexure-I attached gives the general idea about the weights and dimensions of some major components / equipments to be handled by the contractor. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted / accepted rates / prices shall be allowed due to change in weights and dimensions of the equipment / materials.
- 34.6 It shall be the responsibility of the contractor to keep in touch with Engineer at site and find out the arrival of consignments.
- 34.7 The contractor has to ensure the unloading and removal of materials from unloading places within the permitted time. He has to ensure that the area is kept free and avoid jamming.
- 34.8 The materials unloaded, shall be shifted to project stores / storage yard and properly stacked immediately as per the instructions of BHEL Engineer.
- 34.9 Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.

- 34.10 In case of apparent damages / shortages in consignments / packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/approval.
- 34.11 It would be responsibility of the contractor to examine the packages, consignments, etc. on arrival and bring to the notice of carriers and BHEL Authorities regarding loss/damages, if any, observed in the consignments proposed to be taken delivery of. Before taking delivery, particularly of consignments in 'smalls', the weight of the package shall be checked with the invoiced weight/contents of the packages and any discrepancy shall be reported immediately to BHEL/carriers.
- 34.12 In all the cases of loss / damages the contractor will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer immediately after retiring such consignments. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
- 34.13 If cases / packages arrive short or in a damaged condition or show even the slightest sign of having been tampered with, open delivery should be insisted upon and a shortage / damage certificate obtained from Carriers representative.
- 34.14 In case of short delivery and non-delivery, immediate notice of loss shall be filed with the carriers at places of dispatch and destination through BHEL authorities at site.
- 34.15 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other cause during transit between the Railway Station / Railway sidings Road / carriers godowns / weigh bridges and BHEL storage yards / store sheds / project site or during stacking, when the custody of the equipment is with the contractor.
- 34.16 Unloading from vehicles, at storage area / work site stacking and restacking shall be done in the presence of or as per the directions of BHEL representative.

- 34.17 Since, the trucks / trailers are expected to arrive during any time of the day / night, the contractor shall have his workmen round the clock at site as well as other places as required to unload the materials.
- 34.18 Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer / his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
- 34.19 The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.
- 34.20 It shall be the responsibility of the contractor, to provide all necessary facilities to open the packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc. The contractor shall have experienced persons at site who can maintain the records of dispatch / receipt / stacking / verification / shortage / damage / missing items etc.
- 34.21 Wooden sleepers / concrete blocks / steel frames and tarpaulins wherever deemed necessary shall be issued by BHEL free of charges. No material shall be left to remain on ground / in low-lying areas, where they are likely to get flooded during rains. However the items like wooden sleepers / concrete blocks / steel frames and tarpaulins shall be stacked / stored properly at a location(s) specified by BHEL when not in use. The contractor is expected to use these most judiciously. In case it is observed that the contractor is not utilizing these optimally, he could be asked to restack the same at his cost.
- 34.22 The material/equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using own material equipment like Hydra crane.

- 34.23 For checking/verification of the components/packages with packing slips GR/LWB/PWB/RR etc., sufficient experienced persons along facilities shall be provided by the contractor as and when required by the Engineer.
- 34.24 Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to re-stack the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.
- 34.25 The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse / negligence shall have to be made good by the contractor.
- 34.26 In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor trailer and other T&P etc.) BHEL shall be at liberty to get the work done by engaging other agency / equipment / T&P etc. at the risk and cost of the contractor.
- 34.27 If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.
- 34.28 It shall be the responsibility of the contractor to keep the storage areas (closed/semi-closed/open) in neat and tidy conditions. Any vegetation like grass, bushes, etc. shall be cut periodically in open storage area & removed as per requirement & instructions of BHEL Engineer within the contractual value. All surplus/unusable packing materials shall

be removed and deposited at location(s) specified by BHEL within the project premises.

34.29 For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/delivery of any material meant for site from/to out station if desired and instructed by the Engineer. The contractor will however be reimbursed expenses incurred for such work for person deputed.

34.30 Health, Safety & Environment management (HSE).

34.30.1. BHEL EDN is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999, ISO 27001 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer. The contractor will be responsible for Health, Safety & Environment management (HSE) at site for the activities to be carried out by them in accordance with requirements of BHEL / its customer. The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. It may be noted that non-compliance to HSE requirements will result in penal action. In case of violations of safety requirements, the contractor shall be liable for a penalty of Rs. 200/- for the first violation and Rs. 500/- for each subsequent violation. For serious lapses, as decided by BHEL Engineer, fines up to Rs. 5000/- at a time can be imposed. The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.

34.30.2. Contractor shall arrange for following provisions of HSE;

1. Contractor has to maintain contact with local / nearest hospital having ambulance facility, scanning & other ultra-modern medical facilities required during emergency.
2. Contractor has to ensure pre-employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities are available at work site.

34.30.3. Besides provision with regard to SAFETY under Clause 27 in this tender document, the contractor will be responsible for Health, Safety & Environment management at site for the materials handling activities to be carried out by them in accordance with requirements of BHEL / its customer. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

Some of the common safety rules to be followed during working are as follows: -

No outsider is allowed to enter construction area without permission.

Nobody is allowed to enter at construction site without Safety Shoe.

Never enter work area without Safety helmet & chin strap in place.

No climbing/working allowed without proper safety belt above 2m height.

Do not exceed the speed limit of 25 kmph for vehicles within premises.

No debris obstacles to be allowed to be dumped on the roads & passages. Maintain record of all accidents / incidents. All accidents/incidents need to be reported to site In-charge &

also need to be investigated (formats & procedure should be finalized).

Do not walk on pipelines or false ceiling. Maintain good Housekeeping at work site.

No photography / Videography shall be allowed without permission. Site Safety training to be imparted to all workers & plan to be made to cover each and every worker for this training.

Tools box talk (5-15 minutes) by supervisor prior to commencement of any job on safety and housekeeping.

All safety equipment must be of International standards & checked by safety officer before use.

LPG cylinders not allowed for gas cutting.

Good Housekeeping, Separate waste bins to be used for flammable & non-flammable material.

Safety awareness programs for workers by display of boards, posters, competitions, talks etc.

Deployment of safety supervisors for every 250 workers and part thereof at work site.

Display of list of First Aid trained persons.

Testing certificates for lifting tools & tackle and inspection at regular intervals, besides thorough inspection prior using the same.

Provision & maintenance of fire extinguishers at construction site & material stores.

Display of emergency telephone numbers at various locations.

Checking of tags of equipments like grinding machine, welding machine, gas cutting set etc., by supervisors before use.

34.30.4. The contractor shall comply with following towards social Accountability ;

(a) the contractor shall not employ any person less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.

(b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.

(c) The contractor shall maintain Health & safety requirement as stipulated in the contract and

contract Labour (Regulation & Abolition) Act, 1970.

(d) The contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Decimation/Corporal punishment for failure in meeting with relevant requirements.

(e) The contractor shall abide the requirement of contract Labour (Regulation & Abolition) Act, 1970 for working hours.

(f) The Contractor shall abide by the statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.

(g) The Contractor shall arrange potable drinking water to its employees &workers.

35. TOOLS AND PLANTS

35.1 All T&Ps, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.

35.2 All necessary lifting tackles, tools, wires ropes/slings of suitable capacities, distribution boards, wire ropes, hoses etc. including temporary air/water/electrical connections etc. required for his operation, shall have to be arranged by the contractor at his own cost and in sufficient numbers. Availability of Fitness certificates of all T&Ps and tools and tackles is essential before being put to use. All such equipments shall be approved by the Engineer, before these are actually used for the works. However such approvals shall not relieve the contractor of his responsibilities. Lifting equipments / material shifting vehicle, in case required, which will be normally required to be deployed by the contractor for the execution of this work is indicated in the Annexure-II. All the material handling equipment of the contractor shall have valid permit renewable from time to time for operation in working areas/project sites etc. and transportation in

respective states. All supervision and labour required for maintenance and attending breakdowns shall be arranged by the contractor at his own cost.

- 35.3 Consolidation of ground and arrangement of sleepers/sand bag filling etc. for safe operation/movement of equipment including cranes/trailers etc. shall be the responsibility of the contractor at his cost.
- 35.4 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire rope, Manila rope, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
- 35.5 BHEL shall have lien on all T&Ps & other equipment of the contractor brought to the site for the purpose off execution of contract. BHEL shall continue to hold the lien on all such items throughout the period of contract. The contractor and/or his Sub-contractors, without the prior written approval of the Engineer, shall not remove any material or equipment brought to the site.
- 35.6 The month wise T&P deployment plan to be submitted as per format (at Annexure-8) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&Ps, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
- 35.7 Under this contract, the contractor shall deploy all the Tools and Plant required to completing the works for the total period of the contract including the extended period within the accepted rates.

36. LABOUR & SUPERVISORY STAFF

- 36.1 The contractor shall engage experienced supervisory staff and especially skilled labour e.g. Riggers crane-operators, Khalasis, etc. for works under this contract.
- 36.2 The supervisory staff employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with the staff of BHEL & its customer, staff employed directly by BHEL or other contractors of BHEL or other agency.
- 36.3 It shall be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accident and damage to other equipment and personnel. The Contractor shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.
- 36.4 The work shall be executed under the usual conditions like rain, insufficient space, and improper approach roads etc. affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel. The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 36.5 The month wise man power deployment plan to be submitted as per format (at Annexure-7) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account. The contractor shall identify separate persons at site for quality control and safety.

37. FACILITIES TO BE PROVIDED BY BHEL

- 37.1 BHEL shall provide limited open space for office free of rental charge. It is the responsibility of the contractor to construct sheds, provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Electricity for office will be provided at one point as decided by BHEL. Further distribution will have to be made by the contractor at their own cost. The electricity shall be provided on free of cost basis to the contractor. Meter for electricity will have to be provided by the Contractor at his own cost.
- 37.2 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 37.3 On completion of work or as and when required by BHEL, all the temporary buildings, structures etc. in plant and in labour colony shall be dismantled and levelled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, it will be got done at his risk and cost, and expenses incurred shall be re-covered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

38. TIME SCHEDULE

- 38.1 The contractor is required to commence the work within 10 days from the date of issue of letter of intent (LOI) unless BHEL decides to fix any other later date. However, BHEL Engineer will certify the actual date of start of work after adequate mobilization of manpower, material handling equipment and other T&P by the contractor.
- 38.2 Materials as covered within the scope of this tender are likely to be received in stages. The contract period shall be considered as 42 (Forty Two) months from the date of award of work. Most of the Material unloading work is expected to be completed in Eighteen month's time. Manpower requirement (under Sr. No.3 & 4 of rate schedule) is for a total period of 42 months. If the completion of work as detailed in these specifications gets delayed beyond the end of contract period

(for the delay not attributable to the contractor), then depending on the balance works, BHEL at its discretion may extend the contract on existing terms and conditions for a further period of six months. The manpower and T&P deployment required during extended period will be mutually discussed & finalised. The scope of work under this contract is deemed to be completed, when so certified by the Engineer.

- 38.3 In case the work is completed before the contractual period of 42 months, BHEL at its discretion will close the contract and no compensation is payable to contractor.

39. TAXES, DUTIES AND OCTROI CHARGES

- 39.1 TDS under income Tax, sales Tax, VAT and surcharge etc., if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / authorities is furnished.
- 39.2 Price quoted shall be FIRM and valid throughout the contract period inclusive of all taxes, duties except Service Tax. The service tax, as legally leviable & payable by the contractor under the provisions of applicable law / act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service Tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project.

40. TERMS OF PAYMENT

- 40.1 The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
- 40.2 Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.

- 40.3 Shortage/damage reports on BHEL's standard materials management forms to be submitted.
- 40.4 Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site is entitled for payment as explained hereunder:
- 40.5 FOR ITEM NO 1 to 4 OF RATE SCHEDULE
- 40.5.1. For Sr.No.1 OF RATE SCHEDULE: 85% (Eighty five per cent) payment for the executed quantities (pro rata basis) along with the service tax (if applicable) on invoice value shall be released after the materials are unloaded, shifted & stacked at project stores / open yard and verified as per LR / LWB / box packing slip subject to furnishing of following information along with the bill.
- 40.5.1.1. Material unloading: quantity of material for each consignment.
- 40.5.1.2. Shortage report / open delivery taken with respect to LR / LWB, if any and acceptance thereof by transporters in respect of above shortage / open delivery.
- 40.5.1.3. Weights duly certified by the Engineer.
- 40.5.2. For the Sr.No.2 of RATE SCHEDULE, 85% (Ninety per cent) payment for the executed quantities (pro rata basis) along with the service tax (if applicable) on invoice value shall be released after the materials are relocated / restacked on the instructions of BHEL Engineer and the weights to be indicated.
- 40.5.3. For Sr.No.1 & 2 OF RATE SCHEDULE :10% (Ten) of the amount withheld (pro rata basis) against earlier bills will be released after a period of 6 months and balance 5% (Five) payment shall be released (Pro rata basis) along with the final bill to be submitted at the end of completion of contract.
- 40.5.4. For Sr.No.3 & 4 OF RATES SCHEDULE: 85% (Eighty five per cent) payment for the executed quantities (pro rata basis) shall be released on submission of

bills along with the attendance duly certified by BHEL Engineer.

40.5.5. For Sr.No.3 & 4 OF RATE SCHEDULE : 10% (Ten) of the amount withheld (pro rata basis) against earlier bills will be released after a period of 6 months and balance 5% (Five) payment shall be released (Pro rata basis) along with the final bill to be submitted at the end of completion of contract.

40.5.6. The payment for the first running bill will be released only after production of copies of following:

-PF Registration / Membership certificate

-Workmen compensation insurance policy

-Labour licence if applicable (form V till Licence is issued).

41. RATE SCHEDULE

41.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

41.2 The tenderer shall quote the rates as per the rate schedule only; in part II Price bid (Original). Conditional price bids or price bids with any deviation/clarification etc. are liable to be rejected. No cutting/erasures/over writing shall be done.

41.3 Quantities mentioned in the rate schedules are approximate only and liable for variation. The actual quantities executed will be considered for payment. The quantities indicated against each item may vary to any extent and no revision in rates will be considered.

41.4 The tenderers are required to quote for all the items of the rate schedule.

42. INSTRUCTIONS TO TENDERERS

- 42.1 Offers received without data / information required to be submitted under tender clauses-11.1 to 11.11 of this tender are liable to be rejected. Documentary evidences should duly support all these data /information.
- 42.2 No deviations to the tender conditions will normally be accepted.
- 42.3 The tenderer are advised to actually visit the site and fully acquaint themselves with site conditions, transportation routes, various distances, facilities, Local taxes, toll charges and levels, local labour minimum wages & prevailing wage agreements at site, quantum of work etc., before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions.
- 42.4 Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions, transportation routes and distances, etc. as per above clause. No claim whatsoever will be entertained by BHEL on any such account.
- 42.5 The contractor in the event of this work awarded to him, shall post an authorized, responsible person who should hold a valid power of attorney.
- 42.6 For the purpose of the contract, any order or instruction of the Engineer or his duly authorized representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.

43. PERFORMANCE GUARANTEE:

- 43.1 Irrespective of provisions in tender elsewhere, in view of nature of work, performance guarantee is not envisaged for this contract.

44. OTHERS:

- 44.1 Security Deposit: - The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no.16.2 of the General Conditions of Contract (GCC).

In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Proforma enclosed as per Annexure 12 in this tender and also that the BG should be issued preferably through any of the Member Banks listed in annexure 12. In case the BG is through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

- 44.2 In case of any contradiction between General Condition of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 44.3 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- 44.4 The price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/Techno commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 44.5 Unsolicited rebate/discount shall not be accepted after bid opening.

45. INSURANCE

Besides provisions under clause no.29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.

- 45.1 Insurance for all materials pertaining to the Contractor (T&Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.
- 45.2 The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any.

ANNEXURE-1

PROVISIONAL LIST OF MATERIALS TO BE HANDLED

The Information given below is very tentative and not complete. Only a few of the typical components are listed below to give a general idea to the bidder. **The details indicated below are only for contingency and are liable to vary. Certain materials will be unloaded by the transporter.**

Note: It may be noted that the list is to give only a general idea for tenderer's information about the weights and dimensions of some major components / equipment. **The weights and dimensions shown are approximate and are liable to vary.** No increase in quoted / accepted rates / prices shall be allowed due to change in weights and dimensions of the equipment / material.

S. NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	TOTAL QTY.	UNIT WEIGHT (in Kgs.)
1	DDCMIS PANELS	NOS.	210	500
2	ELECTRICAL CONTROL PANEL	NOS.	3	500
3	LARGE VIDEO SCREEN	NOS.	16	1000
4	OPERATOR WORK STATIONS	NOS.	30	20
5	SERVER PCs	NOS.	12	25
6	A4 COLOR LASER PRINTER	NOS.	15	25
7	SLAVE CLOCK DISPLAY UNITS	NOS.	17	20
8	UNIT CONTROL DESK (6 SQ. M. AREA)	NOS.	3	500
9	UNIT CONTROL DESK (3 SQ. M. AREA)	NOS.	6	500
10	DRAW OUT SECTION(50X25MM)	NOS.	6	200
11	CHAIRS	NOS.	23	25
12	RTDs FOR CT FAN GEAR BOX	NOS.	48	0.8
13	COAL BUNKER LEVEL MONITORING SYSTEM	SET	3	700
14	LOW TEMPERATURE O2 ANALYSER	NOS.	6	250
15	VIBRATION MONITORING SYSTEM ID/FD/PA/BFP/CEP	SET	3	1900
16	VIBRATION MONITORING SYSTEM CT FANS	SET	1	1000
17	POSITIONERS & ACCESSORIES	NOS.	90	15
18	SOLENOID VALVES	NOS.	48	1
19	IMPACT HEAD TYPE ELEMENT	NOS.	6	70
20	PRESSURE SWITCH	NOS.	39	3
21	E/P CONVERTER	NOS.	39	1

S. NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	TOTAL QTY.	UNIT WEIGHT (in Kgs.)
22	AIR FILTER REGULATOR	NOS.	39	0.3
	LIE/LIR			
23	LIE TYPE-A	NOS.	60	670
24	LIE TYPE-B	NOS.	108	550
25	LIR TYPE-A	NOS.	48	650
26	LIR TYPE-B	NOS.	75	520
	IMPULSE PIPE			
27	IMPULSE PIPE A106 GR 1/2"	MTRS	1200	1.95
28	IMPULSE PIPE A106 GR 3/4"	MTRS	3300	2.2
29	IMPULSE PIPE ASTM A106GR C 1"	MTRS	150	3.24
30	IMPULSE PIPE A 106 GR C 1/2"	MTRS	9300	1.62
31	IMPULSE PIPE A335 P22 1/2"	MTRS	1230	2.55
32	IMPULSE PIPE A335 P22 3/4"	MTRS	1230	2.2
33	SOCKET WELD FITTING	SET	3	100
34	CONDENSATE POT	SET	3	200
35	INSTRUMENT VALVES	SET	3	200
36	GI PIPES	SET	3	9000
37	STRUCTURAL STEEL	SET	3	16000
38	ERECTION MATERIAL	SET	3	600
39	NETWORK PANELS	NOS.	6	500
40	CCTV SYSTEM	SET	1	80000
	JUNCTION BOX			
41	JUNCTION BOXES 12 WAYS	NOS.	60	4
42	JUNCTION BOXES 24 WAYS	NOS.	75	5
43	JUNCTION BOXES 36 WAYS	NOS.	60	6
44	JUNCTION BOXES 48 WAYS	NOS.	540	7
45	JUNCTION BOXES 72 WAYS	NOS.	75	8
46	JUNCTION BOXES 128 WAYS	NOS.	90	10
47	STACK EMISSION ANALYSERS	SET	3	1500
	CABLE TRAYS			
48	CABLE TRAY 600MM	MTRS	5000	12
49	CABLE TRAY 300MM	MTRS	9000	7
50	CABLE TRAY 150MM	MTRS	6000	4
51	CABLE TRAY 50MM	MTRS	9000	2
52	RIGID CONDUIT 50MM	MTRS	3000	2
53	FLEXIBLE CONDUIT 1"	MTRS	3000	1
54	HDPE CONDUIT 50MM	MTRS	30000	0.4

S. NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	TOTAL QTY.	UNIT WEIGHT (in Kgs.)
55	CABLES			
	F TYPE 4 PAIR	KM	90	100
	F TYPE 8 PAIR	KM	40	150
	F TYPE 12 PAIR	KM	36	200
	F TYPE 24 PAIR	KM	18	400
	G TYPE 2 PAIR	KM	45	50
	G TYPE 4 PAIR	KM	150	100
	G TYPE 8 PAIR	KM	90	150
	G TYPE 12 PAIR	KM	30	200
	G TYPE 24 PAIR	KM	18	400
	5C X 1.5 SQ. MM	KM	35	200
	3C X 1.5 SQ. MM	KM	45	120
	2C X 1.5 SQ. MM	KM	45	80
	2C X 2.5 SQ. MM UNARMoured	KM	10	140
	3C X 2.5 SQ. MM UNARMoured	KM	10	200
	5C X 2.5 SQ. MM UNARMoured	KM	6	300
	UTP CABLE	NOS.	40	50
56	BHEL TRICHY SUPPLIES	SET	1	36000
57	OTHER LOOSE ITEMS	SET	1	100000
58	OFC CABLE			
	OFC CABLE 8 CORE ARMoured	KM	30	3000
	OFC CABLE 4 CORE ARMoured	KM	10	2000
	OFC CABLE 12 CORE ARMoured	KM	5	4000

ANNEXURE – 2INDICATIVE LIST OF MAJOR T&P's TO BE PROVIDED BY CONTRACTOR
FOR EXECUTION OF TENDERED WORKS

<i>S.NO</i>	<i>EQUIPMENT / CAPACITY</i>	<i>QTY.</i>
<i>1.</i>	<i>HYDRA 8 MT (to be arranged on as required basis)</i>	<i>1</i>
<i>2.</i>	<i>HAND TROLLEY</i>	<i>1</i>
<i>3.</i>	<i>SLINGS UPTO 10 MT CAPACITY</i>	<i>AS REQD.</i>
<i>4.</i>	<i>HYDRAULIC JACKS</i>	<i>AS REQD.</i>
<i>5.</i>	<i>CHAIN PULLEY BLOCKS 5T & 10 T</i>	<i>1 NO. EACH</i>

Notes:

The above list specifies only major T&Ps (may not be complete) to be deployed by the contractor and is based on minimum requirement. All additional / other tools and plants including suitable capacity D shackles, slings, mechanical jacks etc., which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.

ANNEXURE – 3

CERTIFICATE OF DECLARATION

FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS.
(to be furnished on Bidder's Letter head)

We.....hereby declare and confirm that we have visited the project site under the subject namely..... and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of site condition.

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:
Date:

ANNEXURE – 4

NON – DISCLOSURE AGREEMENT MEMORANDUM OF UNDERSTANDING
(to be furnished on Bidder's Letter head)

BHEL EDN is committed to Information Security Management System as per Information Security Policy.

M/sproviding.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN:

- **Maintain Confidentiality of Documents & Information which shall be used during the execution of the contract.**
- **The Documents & Information shall not be revealed to or shared with third party who shall not be in the business interest of BHEL EDN.**

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:
Date:

ANNEXURE – 5**FINANCIAL VIABILITY**

<i>Sl. No.</i>	<i>Description</i>	<i>Details / Comments</i>
1.	<i>Owner's Capital in the business (in case of partnership, please mention percentage shares and amounts.)</i>	
2.	<i>Quantum of business done during last three financial years</i>	
	<i>a. INR :</i>	
	<i>b. INR :</i>	
	<i>c. INR :</i>	
3.	<i>Value of fixed Assets of the business in the last three financial years.</i>	
	<i>a. INR :</i>	
	<i>b. INR :</i>	
	<i>c. INR :</i>	
4.	<i>Guarantee Limits (If any) enjoyed by the firm</i>	
5.	<i>Over draft limits (if any) enjoyed by the firm</i>	
6.	<i>Please enclose audited profit and loss account and balance sheet for last 3 years (indicated no. of sheets).</i>	
7.	<i>Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys</i>	

Note: All the above documents should be duly certified by auditors/Bank as may be applicable

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:

Date:

ANNEXURE-6

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No	Agency by whom awarded	Location of project	Capacity & Unit nos.	Scope of work	Date of award	Contract Value
1	2	3	4	5	6	7

%age of work completed and due date for completion	Date of completion if job is already over	No of Skilled / Unskilled workers deployed at peak	No. of Engineers & Supervisors deployed at peak	Details of major T&P like Hydra, Hydraulic Jack and Hand Trolley supplied		Consumables supplied	
				By Contractor	By other Agency	By contractor	By other Agency
8	9	10	11	12	13	14	15

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:

Date:

ANNEXURE-7

STATUS OF TOOLS & PLANTS

Sl. No	Name of Equipment	Quantity owned	Registration No. wherever applicable	Documents enclosed for proof of ownership	Present location	Quantity proposed to be deployed for this job
1	2	3	4	5	6	7

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:

Date:

ANNEXURE-8

MONTHWISE T&P DEPLOYMENT PLAN

S.No	Description of T&P	Month (Indicative No. of Persons to be in each month)				
		1 st	2 nd	3 rd	4 th	and so on
1.						
2.						
3.						
Total						

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:

Date:

ANNEXURE-9

ANALYSIS OF UNIT RATE QUOTED

S.NO	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS
1.	Salary/Wages For Staff &		
2.	Workers		
3.	Consumables		
4.	Depreciation & Maintenance for T&P		
5.	Depreciation and Administration Expenses of site Over Heads		
6.	Profit		

Tenderers Name and Address

(Signature of the Tenderer with stamp)

Place:

Date:

ANNEXURE-10

DECLARATION SHEET
(to be furnished on Bidder's Letter head)

I,.....hereby certify that, all the information and data furnished by me with regard to this Tender Specification No..... are true and complete to the best of knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name and Address

Authorised Representative's Signature with Name and Address

ANNEXURE 11
Electronic Funds Transfer (EFT) Or Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:			
Company Name :			
Permanent Account Number (PAN):			
Address			
City:		PINCODE	
STATE			

Contact Person(s)			
Telephone No:			
Fax No:			
e-mail id:			

1 Bank Name:			
2 Bank Address:			
3 Bank Telephone No:			
4 Bank Account No:			
5 Account Type: Savings/Cash Credit			
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank			
7 Bank swift Code(applicable for EFT only)			
8 Bank IFSC code(applicable for RTGS)			
9 Bank IFSC code(applicable for NEFT)			

IFSC: Indian Financial System Code, ECS : Electronic Clearing System

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN,Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date: _____

Authorised Signatory:
 Designation:
 Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: (.....)

Place: Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998978 or fax no. 080-26989222

ANNEXURE-12
BANK GUARANTEE FOR SECURITY DEPOSIT

B.G.NO.

Date:

THIS DEED OF GUARANTEE made and executed on the -----
-----day -----of -----(Month)----- (Year),
by the -----(Bank Name, Address) registered under the
Company's Act 1956 / Nationalised Bank constituted under the banking
companies (acquisition and transfer of undertakings) Act constituted
under the State Bank of India Act / subsidiary Banks Act, having its
Registered / Head Office at -----, represented herein
by its branch Manager / Authorised representative Sri.-----
and Sri. ----- (hereinafter called the "Guarantor" which
term shall mean and include its successors and assigns):

IN FAVOUR OF

BHARAT HEAVY ELECTRICALS LIMITED (Buyer's Name), a Company
registered under the Company's Act 1956, having its registered office at
BHEL House, Siri Fort, New Delhi-110 049 and its Electronics Division at
Mysore Road, Bangalore-560 026 (hereinafter referred to as the
"Company" which term shall include its successors and assigns):

WHEREAS the Company has placed an order on -----
----- (state the Name of the Company / Firm and its address)
(hereinafter referred to as "Contractor" which term shall mean and include
its liquidators, successors and assigns) for the supply of service under
order / contract to be issued by the Company.

AND WHEREAS the Contractor has agreed to carry out the works as detailed and in accordance with the terms set out in the said order / contract.

AND WHEREAS the Contract interalia provides that the Contractor shall furnish a Bank Guarantee in favour of the Company by a reputed Bank for a sum of Rs.------(Rupees -----) towards Security Deposit for service rendered by him and for due and faithful performance of the contract in the manner and form specified therein.

AND WHEREAS the Contractor, M/s.----- is a customer of the 'Guarantor' and has approached the 'Guarantor' to furnish on their behalf an irrevocable guarantee for a sum of Rs. ----- --(Rupees -----) in favour of the Company for a period of ----- year commencing from ----- to ----- as Security for the services to be issued by the company to the Contractor during the currency of this guarantee.

AND WHEREAS the Guarantor has agreed to furnish a guarantee for the said sum of Rs.------(Rupees -----) for a period ----- ----- year commencing from ----- to ----- in favour of the Company subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the Guarantor hereby agrees and covenants with Company is as follows:

1. That during the period this contract of guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the Company in respect of the payments to the extent of Rs.-----

----- (Rupees -----) against any loss or damage caused to or suffered by the Company by reasons of any breach of the terms of the said order / contract / agreement by the Contractor.

2. The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the contractor of any terms contained in the said order / contract. Any such demand made on the Guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor admits or denies.
3. The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / works to be performed / services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till the company certified that the terms and conditions of the said order / Contract / agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before -----(date), the guarantor shall be discharged from all liability under this Guarantee thereafter.
4. The Guarantor further agrees with the company that the Company shall have the fullest liberty without the consent of the Guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said Contractor

from time to time or refrain from exercising the power exercisable by the Company against the said Contractor or to forbear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the Guarantor not be relieved of its liability in whole or in part, by reason of any act, omission or forbearance on the part of the Company or by reasons of any such variation or extension being granted to the said Contractor or by reason of any such matter or thing whatsoever which under the law relating to Sureties would but for this provision have effect of so relieving the Guarantor.

5. The Guarantor undertakes not to revoke this Guarantee during its currency except with the previous consent of the company in writing.
6. Notwithstanding anything herein above contained, the liability of the guarantor under this presence is restricted to Rs.----- (Rupees -----) the guarantee shall be in force till its expiry on ----- unless a demand is made on the Guarantor within SIX months from the date of expiry i.e., on ----- (date), all the liability of the Guarantor under this guarantee shall stand fully discharged. The decision of claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the Guarantor, acting through its authorised representative has executed this deed of guarantee on the day, month and year first above written.

Signature of authorised Bank Official
with Seal of the Bank

WITNESS:

1)

2)

Note: These are instructions for executing the bank guarantee.

1. BG / Any amendment to BG should be executed on Rs.100/- stamp paper or shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the issuing bank is located meeting the criterion of the stamp act.
2. The BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.
3. SIX months claim period from the Date of validity should be given.

List of Member Banks

1.	State Bank of India CAG Branch, 10 th Floor, Vijaya Building, Barakhamba Road, New Delhi – 110001.	8.	Deutsche Bank, Tolstoy marg, New Delhi – 110001.
2.	Canara Bank, 74 Janpath, New Delhi – 110001.	9.	Citi Bank N A Jeevan Vihar Building, Sansad Mrg, New Delhi – 110001.
3.	Punjab National Bank, 74, Janpath, New Delhi – 110001.	10.	Standard Chartered Bank, H2 Block, Connaught Place, New Delhi – 110001.
4.	State Bank of Hyderabad, Surya Kiran Building, K.G. Marg, New Delhi – 110001.	11.	ICICI Bank Ltd., ICICI Tower, Bisham Pitamah Marg, Pragati Vihar, New Delhi – 110001.
5.	State Bank of Mysore, Antriksh Bhawan, K.G. Marg, New Delhi – 110001.	12.	IDBI Bank Ltd, 19, K.G. Marg, Surya Kiran Building, New Delhi – 110001.
6.	State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade, M.G. Road, Bangalore – 560001.	13.	HSBC Ltd, ECE House, 28, K.G. Marg, New Delhi – 110001.
7.	State Nank of Travancore, Travancore House, IF Branch, K.G. Marg, New Delhi – 110001.	14.	Bank of Baroda, Corporate Banking Branch, 11 th Floor, BOB Building, Sansad Marg, New Delhi – 110001.
BGs From any other branches of above mentioned banks are acceptable			

ANNEXURE 13

FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT

Ref:

Date:

1	Name of Contract	
2	W.O. No & Date	
3	Contract Agreement & Date	
4	Name of the work undertaken	
5	Date of Commencement of Work	
6	Date of Completion of work	
7	Period of maintenance	
8	Date of which Final bill was paid	
9	Last date of making good the defect during maintenance period	
10	Expenditure incurred by BHEL during the maintenance period, if any recoverable	
11	Date on which security Deposit falls due as per contract	
12	Amount deposited or recovered	

13	Less Amount recoverable (with details)	
13.01	Amount Spent by BHEL on	
13.02	Payment made on behalf of contractor	
13.03	Court dues / penalties / compensation	
13.04	Other recoveries for services	
13.05	Security Deposit released with final bills	
14	Net Amount recommended for release (12-13)	

CERTIFICATE TO BE FURNISHED BY CONTRACTOR

I / We have no claim of demand outstanding against BHEL, Bangalore 560026 for the work done or materials supplied or on any account arising out or connected with the work order mentioned above and the payment of this bill shall in full & final settlement of all my/our claims and demands including the deposits in respect of the contract agreement referred to

Date:

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY ENGINEER

Certified that

- The payment recommended for release is in order and that there are no demands other than those included in the claim outstanding from the contract.
- The maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction and all expenses incurred by the company on carrying out such works have been included for adjustment.
- All other objections raised so far have been settled.
- A note of refund of security deposit has been made in the measurement book and contract agreement / work order.

Date:

Signature of Engineer

FOR USE OF ACCOUNTS DEPARTMENT

Passed for Rs...../
(Rupees _____ only)

Accountant

Accounts officer

ACKNOWLEDGEMENT BY THE CONTRACTOR

Received Rs...../-
(Rupees _____ only) in
full and final settlement of my / our claim.

Date:

Signature of Contractor

ANNEXURE 14
FORMAT OF DECLARATION (ON BIDDER'S LETTER HEAD) TO BE
GIVEN WITH FINAL BILL

Ref:

Date:

To:

BHEL - Electronics Division,
PB.No.2606, Mysore Road
Bangalore – 560026

Dear Sir / Madam

Ref: Your W.O NO..... Date:

This is to certify that

1. We have made full & final payment (Retrenchment Compensation, One month notice / notice pay in lieu thereof, payment for unavailed portion of EL etc. as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No:.....
3. No one was injured / died due to accident during the period of contract in the execution of the work and hence no compensation payment is applicable.
4. No labour payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms and conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.

6. That in case principal employer is held responsible / liable to pay any amount/penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the contractor M/shereby undertakes to indemnify the principal employer to deduct that amount from our bills payable by you in any other contract.
7. No other claims against this contract / work order will be made by..... on BHEL Bangalore.

Thanking You,

Yours Sincerely

Signature of the Contractor

FOR OFFICE USE ONLY
NOT FOR PUBLICATION

ORIGINAL COPY
TENDERER'S COPY

TENDER SPECIFICATIONS

TENDER NO: CE:ES:2013/14:003:NTPC KORBA R&M/KP

RECEIPT OF MATERIALS, UNLOADING, VERIFICATION, STACKING AND MAINTENANCE OF STORES RECORDS AT BHEL STORES / OPEN YARD AND PROVIDING MAN POWER ASSISTANCE AT BHEL EDN OFFICE / FIELD HOSTEL FOR RENOVATION & MODERNISATION OF C & I SYSTEM at NATIONAL THERMAL POWER CORPORATION, KORBA SUPER THERMAL POWER PROJECT, STAGE I, Unit #1, #2, & #3 (3 x 200MW), JAMNIPALI , KORBA, CHATTISGARH 495 450.

PART II – PRICE BID

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
EXTERNAL SERVICES DEPT
ELECTRONICS DIVISION
POST BOX NO 2606
MYSORE ROAD, BANGALORE – 560026

RATE SCHEDULE

Sr. No	ITEM Details	Quantity	UNIT	Unit Rate in Rs.	Amount in Rs.	Amount in words
1	Unloading, Verification, stacking of Materials at BHEL Stores in the NTPC, Korba STPP Stage 1 premises (and other activities as per tender)	1200	MT			
2	Re- Stacking / Re-arranging of Materials. Work to be carried out only on instructions of BHEL Engineer	500	MT			
3	Providing the Services of Storekeeper for BHEL EDN store	42	Man Months			
4	Providing manpower services at Office, Field Hostel & Stores for exclusive use of BHEL EDN site.	210	Man Months			
	Total Amount in Rs.					

Notes:

1. Unit Rate to be quoted in Rupees per MT for entire scope of work as defined in this tender specification in respect of all items from Trucks / Trailers and other vehicles directly coming to site / store sheds / storage yard. (Sr.No.1 of Rate Schedule) Approx. tonnage to be handled 1200 MT.
2. Unit Rate to be quoted in Rupees per MT for Restacking of Material in the Storage Area (Sr.No.02 of rate schedule) Approx. tonnage to be handled 500MT.
3. Unit Rate to be quoted in Rupees for providing man power (sl. No. 3 & 4 of rate schedule) These Rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
4. Bidders should quote for all the items in Rate Schedule and the total amount will be evaluated.

SIGNATURE & SEAL OF TENDERER