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**TENDERER'S COPY
ORIGINAL COPY**

TENDER SPECIFICATION

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

FOR

**Unloading, Verification, Stacking, Preservations,
Transportation of materials to the powerhouse or the pre
assembly area etc. of plant material of 4X200 MW Koldam
Hydro Electric Power Project at Slapper, Bilaspur, Himachal
Pradesh.**

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**



**ISO 9001-2000, ISO
14001 and OHSAS 18001
certified company
SubContract and
Purchase Deptt.**

**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515467
Email: sku@bhelpsnr.co.in / swapan@bhelpsnr.co.in**

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

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 BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS 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.	Tender Notice	03-04
2.	Tender Notice- Newspaper	05
3.	Project synopsis	06
4.	Procedure for submission of tender	07
5.	GENERAL CONDITIONS OF CONTRACT	08-59
5.	Section-III Special Conditions of Contract	08-83
6.	<u>Annexure-I, LIST OF T&P BEING PROVIDED BY BHEL FOR USE OF CONTRACTOR FREE OF HIRE CHARGES ON SHARING BASIS</u>	84
7.	<u>Annexure-II, INDICATIVE LIST OF MAJOR T&P TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT</u>	85-86
8.	Annexure-III, CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS	57
9.	Annexure-IV, NON DISCLOSURE AGREEMENT	88
10.	Annexure-V, WEIGHT SCHEDULE	Separate file attached



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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Unloading, Verification, Stacking, Preservations, Transportation of materials to the powerhouse or the pre assembly area etc. of plant material of 4X200 MW Koldam Hydro Electric Power Project at Slapper, Bilaspur, Himachal Pradesh.”.

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

QUALIFYING REQUIREMENTS:

“Tenderers who wish to participate should have carried out one single work of similar nature of around Rs. 60 lacs or two works of similar nature of around Rs. 40 lacs each or higher contract value during the last five years as on 28.02.2006 and also have an average annual financial turnover of minimum of Rupees 65 lacs during last three years (2002-03, 03-04 and 04-05)”.

NOTES:

- (i) The Tender Documents comprise of following;**
 - (a) General Conditions of Contract, Special Conditions of Contract, Tender Notice, Project Synopsis etc. (**88 Pages**)
 - (b) Rate Schedule (**5 Pages**)
 - (c) WEIGHT SCHEDULE, Annexure-V,
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer**
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e upto **12.04.2006** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in**

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.

- (iii) Tenders must be submitted to the undersigned **latest by 12.04.2006** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 12.04.2006.**
- (iv) Earnest Money Deposit (EMD) : Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) 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.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

AGM/SCP



ISO 9001-2000, ISO
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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 12.04.2006
DATE OF OPENING : 12.04.2006

NIT NO. / NAME OF WORK
<p style="text-align: center;">TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Unloading, Verification, Stacking, Preservations, Transportation of materials to the powerhouse or the pre assembly area etc. of plant material of 4X200 MW Koldam Hydro Electric Power Project at Slapper, Bilaspur, Himachal Pradesh.”.</p>

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.
3. Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of “ Bharat Heavy Electricals Limited” payable at Delhi/NOIDA . Those bidders who have already deposited ‘ One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.

AGM/SCP

Project Synopsis

4 X 200 MW KOLDAM HYDRO POWER PROJECT

M/S NTPC Ltd (NTPC) has awarded a contract to BHEL Marubeni Toshiba Consortium for supply, transportation, storage and material handling at site, erection and commissioning of 4 x 200 MW Francis turbines, generators, transformers along with all the auxiliaries and BOP on a lump sum basis.

On the part of BHEL it has to create its own storage, residential and office facility at site. NTPC has given the existing BBMB premises for development of office and BHEL shall have to develop it for construction of office complex.

Koldam Hydro Electric Power Project is a surface Power House on river Satluj and proposed storage area is situated at Slapper in Bilaspur Himachal Pradesh and is located about 150 Kms from Chandigarh and is about 90 Kms from Kiratpur Sahib Railway Station on Delhi Nangal Railway route .

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GENERAL CONDITIONS OF CONTRACT



**Bharat Heavy Electricals Limited
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Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**

SECTION- I

GENERAL INSTRUCTIONS TO TENDERERS

- 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.
- 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. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
- 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 be present.
- 5 The tenderers shall closely peruse all the clauses, specifications and drawings 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 shall atonce contact the authority inviting the tender for clarification before the submission of the tender.
- 6 Before tendering, 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 instructions 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 these information may lead to rejection of the offer.
- 11.1 **FINANCIAL STATUS** : Financial viability as per proforma enclosed at **ANNEXURE-`A`**
- 11.2 **INCOME TAX CERTIFICATES** : A Certificate of Income tax clearance from the appropriate authority in the forms prescribed therefor 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-B**.
- 11.4 **ORGANISATION CHART** : The organisation pattern that are totally available with him and that will be employed by the tenderer for this work in the form of monthwise and categorywise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per proforma enclosed at **ANNEXURE-`C`**.
- 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 also 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, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per proforma enclosed at **ANNEXURE-`D`**.
- 11.8 Analysis of unit rate quoted as per proforma enclosed at **ANNEXURE-`E`**.
- 11.9 Declaration sheet as per proforma enclosed at **ANNEXURE-`F`**.

- 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 as per **ANNEXURE-`G`**.

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 alongwith the tender.
- 12.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Noida.
- 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 fifteen 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,
- (a). After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
 - (b) 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/- 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 alongwith their tenders submitted to BHEL/ PSNR. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.

- 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 alongwith the tenders.
- 14 **VALIDITY OF OFFER** : *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX 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 tenderers.
- 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 as per *ANNEXURE-'I'* with the BHEL within a reasonable time after the acceptance of his 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 :
- (a) In case of work costing upto 10 lakhs : 10% of the contract value.
 - (b). In case of work costing above Rs 10 lakhs and upto Rs 50 lakhs : 1 Lakh + 7.5 % of the amount exceeding Rs. 10 Lakhs.
 - (c). In case of work costing more than Rs 50 lakhs : 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.
- 16.2 The Security Deposit will 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 :-
- (a). The total Security Deposit as indicated in the Letter of Intent in **cash** (As permissible under Income Tax Act).
 - (b) Pay Order, Demand Draft in favour of BHEL.
 - c) Local cheques of scheduled banks, subject to realization.
 - d) 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).
 - e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

- f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- h) 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. (d) and (f) 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 (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 1 month 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.

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 If 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 the 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 and returns properties belonging to BHEL taken, borrowed or hired by him 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 the 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 the Guarantee Period is over.

NOTE : All the BGs are to be submitted as per BHEL/PSNR performa.

- 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.
- (a) To reject any or all of the tenders.
- (b) To split up the work amongst two or more Tenderers.
- (c) To award the work in part.
- (d) In either of the contingencies stated in (b) and (c) 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/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer,

failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit

- 18.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of 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. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.

SECTION - II

GENERAL TERMS AND CONDITIONS

- 19.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 19.1 **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.
- 19.2 '**GENERAL MANAGER**' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.3 '**ENGINEER**' or '**ENGINEER-IN-CHARGE**' shall mean Engineer deputed by BHEL. The terms includes 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.
- 19.4 '**SITE**' shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
- 19.5 '**CLIENTS OF BHEL**' or '**CUSTOMER**' shall mean the project authorities to whom BHEL is supplying the equipment.
- 19.6 '**CONTRACTOR**' shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.7 '**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 documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or 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.

- 19.8 **'GENERAL CONDITIONS OF CONTRACT'** shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
- 19.9 **'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 Specifications Number will be assigned to each tender specifications.
- 19.10 **'TENDER DOCUMENTS'** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).
- 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 erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.
- 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 equipment, machineries, materials, structurals, electricals 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 are 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, erecting, testing and commissioning 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, type 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 Delhi/ New Delhi, 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 agent 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 agent or left at or posted to the address either of the contractor or his authorised agent and 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 **COMMENCEMENT AND COMPLETION OF WORK**
- 23.1 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.
- 23.2 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.
- 23.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 23.4 The transported equipment, erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.
- 24 **MEASUREMENT OF WORK AND MODE OF PAYMENT**
- 24.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.
- 24.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical 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 and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

- 24.3 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.**
- 24.4 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.
- 24.5 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.
- 24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 24.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 24.9 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 remeasurement 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 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.

- 25.1 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, subletting of the contracted work without written permission of BHEL, non-fulfillment of any 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.

- 25.2 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.
- 25.3 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 :
- (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of BHEL.
 - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (g) Non-fulfillment of any contractual obligations.
- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 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 1/2% of the contract value per week of delay or part thereof subject to a ceiling **of 10% of the contract value.**
- 25.6 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.
- 25.7 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.
- 25.8 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.

- 25.9 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 endeavor will be made by BHEL to this end, BHEL can not 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, have 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 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 leviable 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 While BHEL will pay the **inspection fees of the Boiler/ Electrical** Inspectorate, all other arrangements for the periodical visits of Boiler/ Electrical Inspector to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc.

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

- 26.7 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.
- 26.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 26.10 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.
- 26.11 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.
- 26.12 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 or security deposit in one installment.
- 26.13 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.
- 26.14 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.
- 26.15 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.
- 26.16 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.

- 26.17 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 for.
- 26.18 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.
- 26.19 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.
- 26.20 ***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.***
- 26.21 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.
- 26.22 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.
- 26.23 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 and 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.
- 26.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the 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.
- 26.25 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, signs 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, construction 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 of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

27.2 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.

- (a) Safety Helmets conforming to IS-2925
- (b) Safety Belts conforming to IS-3521
- (c) Safety shoes conforming to IS-1989
- (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940
- (e) 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, it's 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 energised 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, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised 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.

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

- 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 occurrences to the authorized BHEL official immediately after such 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 construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- 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.

28.0 CONSEQUENCES OF CANCELLATION

- 28.1 Whenever BHEL exercises 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.

29.0 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 are in force from time to time will 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 tractor will submit necessary documents.

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

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 reserves 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 gets 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.

30.0 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 contractor's 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 erection 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

31.0 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.

- 32.0 **GUARANTEE** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the 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 moneys payable to the contractor or by other legal means.
- 33.0 **ARBITRATION** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

--X--X--

ANNEXURE-A

FINANCIAL VIABILITY

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
3. Value of fixed Assets of the business in last three years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)
With Stamp

NOTE:

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

ANNEXURE - E

ANALYSIS OF UNIT RATE QUOTED

S.NO.	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS
1.	Salary & wages for staff & workers		
2.	Consumables		
	(a) Gases		
	(b) Welding Electrodes		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T&P		
4.	Depreciation & Maintenance for other items		
5.	Establishment and Administration expenses of site		
6.	Overheads		
7.	Profit		

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE - F

DECLARATION SHEET

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 my 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 authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

ANNEXURE - 'G'**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 official 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) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
8. Financial Status as per Clause 11.1 (in the format as per Annexure-A) 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-B) Yes/No
11. Monthwise & Categorywise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
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 monthwise deployment plan as per clause 11.7 (in the format as per Annexure-D) Yes/No

15. Analysis of unit rate quoted as per Clause 11.8
(in the format as per Annexure-E) Yes/No
16. Declaration sheet as per clause 11. 09
(in the format as per Annexure-F) Yes/No

Date _____

(SIGNATURE OF TENDERER)
WITH STAMP

WITNESS
(SIGNATURES WITH FULL PARTICULARS)

1.

2.

AGREEMENT

Agreement No. and Date _____
 Name of the Work _____
 Name of the Contractor with full address _____
 Value of work awarded _____
 Letter of Intent No. and Date _____
 Scheduled Commencement Date _____
 Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.

3. The Contractor has furnished a Bank Guarantee bearing no.-----dated ----- for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.----- executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.-----(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.-----submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
16. The following documents
 1. Invitation to Tender No-----
and the documents specified therein.
 2. Contractor's Offer No-----
dated-----.
 3. _____
 4. _____
 5. _____
 6. Letter of Intent No _____
dated _____.
 7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

1.

2.

WITNESS

(For and on behalf of BHEL)

1.

2.

ANNEXURE – B

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work and tonnage	Date of award	Contract value
1	2	3	4	5	6	7

%age 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 Engrs. & Super- visors deployed at peak	Details of major T&P like cranes, Tractor Trailors, Winches, welding M/cs supplied		Consumables by whom
				By Con- Tractor	By other Agency	
8	9	10	11	12	13	14

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE – C

MONTHWISE MANPOWER DEPLOYMENT PLAN

S.No.	Category	No. of Person available on roll of the Orga- nisation	Month (Indicate No. of persons to be deployed in each month)					
			Ist	2 nd	3 rd	4 th	5 th	6 th and so on
1.								
2.								
3.								
Total								

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE – D

(A) STATUS OF TOOLS & PLANTS

S.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
-------	-------------------	----------------	--------------------------------------	---	------------------	---

(B) MONTHWISE T&P DEPLOYMENT PLAN

S.No.	Description of T & P	Month (Indicate No. to be deployed in each month)								
		Ist	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	and so on

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE - H

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by -----
----- (Bank) hereinafter called the "The Guarantor" (which expression shall
unless repugnant to the context or meaning thereof be deemed to include its successors and
assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a
company incorporated under the Companies Act, 1956, having its registered office at BHEL
House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Power Sector – Northern
Region, Noida, Distt. Gautam Budh Nagar, (UP) hereinafter called "The Company" (which
expression shall unless repugnant to the context or meaning thereof by deemed to include its
successors and assigns)

WHEREAS -----(hereinafter referred to as the
Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.-----
---(hereinafter referred to as "the contract") for the construction of ----- with the
company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the
company a sum of Rs.----- (Rupees-----) towards security
deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the
arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give
the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance,
observance or discharge of the Contract by the contractor and further unconditionally and
irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent
of Rs.----- (Rupees-----) against any claim by the company on them
for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons
of the contractor making any default in the performance, observance or discharge of the terms,
conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the
contractor in the performance, observance or discharge of any of the terms, conditions, stipulations
or undertakings or any one of them as contained in the contract and / or as to the extent of loss,
damage, costs, charges and expenses caused to or suffered by the company by reason of the
contractor making any default in the performance, observance or discharge of any of the terms,
conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the

Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank

(Signatory No.-----)

WITNESSES

1. Name & Address

2. Name & Address

Notes :

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.

LIST OF MEMBER BANKS

- | | |
|---|---|
| 1. State Bank of India
CAG Branch,
10 th Floor, Vijaya Building,
Barakhamba Road,
New Delhi – 110001. | 9. HDFC Bank Ltd.,
5 th Floor, HT House,
K.G. Marg,
New Delhi – 110001. |
| 2. Canara Bank
74, Janpath,
New Delhi – 110001. | 10. Citi Bank N A
Jeevan Vihar Building,
Sansad Marg,
New Delhi – 110001. |
| 3. Punjab National Bank,
74, Janpath,
New Delhi – 110001. | 11. Standard Chartered Bank,
H2 Block, Connaught Place,
New Delhi – 110001. |
| 4. Bank of Baroda,
Corporate Banking Branch,
11 th Floor, BOB Building,
Sansad Marg,
New Delhi – 110001. | 12. ICICI Bank Ltd.,
ICICI Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi – 110003. |
| State Bank of Hyderabad,
Surya Kiran Building, K.G. Marg,
New Delhi – 110001. | 13. IDBI Bank Ltd.,
19, K.G. Marg,
Surya Kiran Building,
New Delhi. |
| 5. State Bank of Mysore,
Antriksh Bhawan, K.G. Marg,
New Delhi – 110001. | 14. HSBC Ltd.,
ECE House,
28 KG Marg,
New Delhi – 110001. |
| 6. State Bank of Mysore,
Industrial Finance Branch,
18, Ramanashree Arcade,
M.G. Road, Bangaloe – 560001. | |
| 7. State Bank of Travancore,
Travancore House, IF Branch,
K.G. Marg, New Delhi – 110001. | |
| 8. Deutsche Bank,
Tolstoy Marg,
New Delhi – 110001. | |

SECTION – I (a)

SPECIFICATION

FOR

HEALTH, SAFETY AND ENVIRONMENT (HSE)

1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s) /legislations, General Condition Contract (GCC). Special Conditions of Contract (SCC) and job specification where different documents stipulates different requirements, the most stringent be adopted.

2.0 REFERENCES

This document should be read in conjunction with following :

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes (refer Annexure-I)
- Reporting Formats (refer Annexure-II)

3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS.

3.1 MANAGEMENT RESPONSIBILITY

- 3.1.1 The Contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 3.1.2 The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.
- 3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above :

No. of workers deployed upto 250

- Designate one safety Supervisor

Above 250 & upto 500

- Deploy one qualified and Experienced safety Engineer/ Officer

Above 500
(for every 500 or less)

- One additional safety engineer/ officer, as above.

Contractor shall indemnify & hold harmless Owner/BHEL & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirement.

- 3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- 3.1.5 BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.
- 3.1.6 The Contractor shall arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/Owner.
- 3.1.7 Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review / audit by BHEL/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.
- 3.1.8 The Contractor shall ensure participation of his Resident Engineer / Site-In-Charge in the Safety Committee / HSE Committees meetings arranged by BHEL / Owner. The compliance of any observations shall be arranged urgently. He shall assist BHEL / Owner to achieve the targets set by them on HSE during the project implementation.
- 3.1.9 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL / Owner may impose stoppage of work without any Cost & Time implication to BHEL / Owner and / or impose a suitable penalty for non-compliance with a notice of suitable period, upto a commulative limit of 1.0% (one percent) of Contract value. This penalty shall be in addition to all other penalties specified else where in the contract. The decision of imposing stoppage of work, its extent & minority penalty shall rest with BHEL / Owner & binding on the Contractor.
- 3.1.10 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL / Owner. BHEL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

3.2 HOUSE KEEPING

3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia; the following :

- a) All surplus earth and debris are removed / disposed off from the working areas to identified locations (s).
- b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified locations (s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- d) Roads shall be kept clear and materials like : pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structurals, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverized materials etc., shall be covered while moving within the plant area.

In case of non-compliance of any of above, BHEL shall have the liberty to get it done from some other agency at this risk and cost.

3.3 HEALTH, SAFETY AND ENVIRONMENT

- 3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL / Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- 3.3.2 The contractor shall ensure that all their staff and workers wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 3.3.3 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of material and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided

by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his workmen medically examined / checked for fitness of work assigned once a year and furnish the certificate to that effect from RMP / Govt. Hospital.

- 3.3.4 Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.
- 3.3.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- 3.3.6 Contractor shall ensure that during the performance of the work, all hazards of the health of personnel, have been identified, assessed and eliminated.
- 3.3.7 Chemical spills shall be contained and cleaned up immediately to prevent further contamination.
- 3.3.8 All personnel exposed to physical agents such as ionizing or non-ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- 3.3.9 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.
- 3.3.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of BHEL / Owner.

4.0 DURING JOB EXECUTION

4.1 Implement Health, Safety and Environment requirements including but not limited to as brought out under para 3.0. Contractor shall ensure to :

- arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- Submit timely the completed checklist on HSE activities, Monthly HSE report, accident reports, investigation reports etc., as per BHEL / Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL / Owner.
- Ensure the Resident Engineer / Site-Incharge of the Contractor shall attend all the Safety Committee / HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to BHEL/Owner.

- Display at site office and work locations caution boards, list of hospitals, emergency services available.
- Display posters, banners made available by BHEL for safe working to promote safety consciousness.
- Assist in HSE audits by BHEL / Owner and submit compliance report.
- Generate and submit HSE records / report as per HSE plan.
- Appraise BHEL / Owner on HSE activities at site.

ANNEXURE - I

RELEVANT IS – CODES FOR PERSONAL PROTECTION

IS: 2925-1984	Industrial Safety Helmets
IS: 4770-1968	Rubber gloves for electrical purposes
IS: 6994, 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 1989-1986 (Part I & III)	Leather safety boots and shoes
IS: 3738-1975	Rubber knee boots
IS: 5557-1969	Industrial and Safety rubber knee boots
IS: 6519-1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226-1985	Leather Safety footwear having direct moulding sole
IS: 5983-1978	Eye protectors
IS: 9167-1979	Ear protectors
IS: 3521-1983	Industrial Safety belts and harness

ANNEXURE – II

1.0 HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN

PROJECT: ----- CONTRACTOR :-----

DATE :----- OWNER :-----

(To be prepared by each construction Agency)

ACTIVITY DESCRIPTION	PROCEDURE/ W.I/ GUIDELIES	CODE OF CONFOR- MANCE	PERFORMING FUNCTIONS			AUDIT FUNCTION CUSTOMER REVIEW AUDIT REQUIREMENT
			PERFOR- MER	CHECK- ER	APPRO- VER	

PREPARED BY

REVIEWED BY

APPROVED BY
(RESIDENT ENGINEER)

2.0 MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

PROJECT:----- CONTRACTOR:-----

DATE :----- OWNER:-----

INSPECTION BY:-----

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HOUSING KEETING

Waste containers provided and used

Sanitary facilities adequate and clean

Passageways and Walkways Clear

General neatness of working areas

Others

PERSONNEL PROTECTIVE EQUIPMENT

Goggles: Shelds

Face protection

Hearing protection

Safety Shoes provided

Hand protection

Safety Belts

Others

EXCAVATIONS / OPENINGS

Openings properly covered or barricaded

Excavations shored

Excavations barricaded

Overnight lighting provided

Other

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.. 2/6)

ITEM	YES	NO	REMARKS	ACTION
WELDING, CUTTING				
Gas cylinders chained upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher (s) accessible				
Other				
SCAFFOLDING				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
LADDERS				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle + 70 from horizontal				
Other				

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.3/6)

ITEM	YES	NO	REMARKS	ACTION
HOIST. CRANES AND DERRICKS				
Condition of cables and sheaves OK				
Condition of slings, chains, hooks & eyes O.K.				
Inspection and maintenance logs maintained				
Outriggers used				
Signs/barricades provided				
Signals observed and understood				
Qualified operators				
Other				
MACHINERY, TOOLS AND EQUIPMENT				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
VEHICLE AND TRAFFIC				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.4/6)

ITEM	YES	NO	REMARKS	ACTION
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General neatness				
In accordance with electrical requirements				
Other				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in Prohibited areas				
Hydrants Clear				
Other				
ELECTRICAL				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				

MONTHLY HSE CHECKLIST CUM COMPLANCE REPORT (Contd.5/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HANDLING AND STORAGE OF MATERIALS

Properly stored or stacked

Passageways clear

Other

FLAMMABLE GASES AND LIQUIDS

Containers clearly identified

Proper storage

Fire extinguishers nearby

Other

WORKING AT HEIGHT

Erection plan

Safety belts and lanyards; chute lines

Other

ENVIRONMENT

Chemical and other Effluents properly disposed

Cleaning liquid of pipes disposed off properly

Water used for hydrotesting disposed off as
Per agreed procedure

Lubricant Waste/Engine Oil properly disposed

Waste from Canteen, offices, sanitation etc.,
Disposed properlyDisposal of surplus earth, stripping materials,
Oily rags and combustible materials done
Properly

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.6/6)

ITEM	YES	NO	REMARKS	ACTION
Green belt protection				
Hygienic conditions at labour camps O.K?				
Availability of First Aid facilities				
Proper sanitation at site, office and Labour camps				
Arrangement of medical facilities				
Measures for dealing with illness				
Availability of Potable drinking water For workmen & staff				

**Signature of Resident
Engineer with Seal**

3.0 ACCIDENT CUM FIRE REPORT

(To be submitted by contractor after every accident within 24 hours of accident)

Report : _____

Name of Site: _____

Date: _____

CONTRACTOR _____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES

DATE:

**SIGNATURE OF CONTRACTOR
WITH SEAL**

TO: SITE-IN-CHARGE/BHEL

1 COPY

4.0 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT

Project:_____ Supplementary to Report No._____
(Copy enclosed)

Site:_____ Date:_____

CONTRACTOR_____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION & CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

**COMMENTS FROM MEDICAL PRCTICETIONER, WHO ATTENDED THE
VICTIM / INJURED**

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION, IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER

DATE:

**SIGNATURE OF CONTRACTOR
WITH SEAL**

TO: SITE-IN-CHARGE/BHEL

1 COPY

5.0 MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____ For the month of _____

Project: _____ Report No. _____

Name of the Contractor: _____ Status as on: _____

Name of Work: _____ Name of safety officer _____

ITEM	THIS MONTH	CUMMULATIVE
------	------------	-------------

Total Strength (Staff + Workmen)

Number of HSE meetings organized at site

Number of HSE awareness programmes
Attended at site

Whether workmen compensation policy taken Y/N

Whether workmen compensation policy is valid Y/N

Whether workmen registered under ESI Act Y/N

Number of Fatal Accidents

Number of Loss Time Accidents (Other than Fatal

Other accidents (Non Loss Time)

Total No. of Accidents

Total man-hours worked

Man-hour loss due to fire and accidents

Compensation cases raised with Insurance

Compensation cases resolved and paid to workmen

Remarks

Date	Safety Officer/Resident Engineer (Signature & Name)
To: SITE-IN-CHARGE,BHEL	1 COPY

**KOLDAM HYDRO POWER PROJECT
4X200 MW**

SECTION - III

SPECIAL CONDITIONS OF THE CONTRACT

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

INDEX

CLAUSE No.	DESCRIPTION
34	GENERAL SCOPE OF WORKS
35	TOOLS AND PLANTS
36	LABOUR & SUPERVISORY STAFF
37	FACILITIES TO BE PROVIDED BY BHEL/CONTRACTOR
38	TIME SCHEDULE
39	OVERRUN
40	PRICE VARIATION
41	TAXES & DUTIES
42	TERMS OF PAYMENT
43	RATE SCHEDULE
44	INSTRUCTIONS TO TENDERER
45	PERFORMANCE GUARANTEE
46	LIQUIDATED DAMAGES (LD)
47	SECURITY DEPOSIT
48	OTHERS

34.0 GENERAL SCOPE OF WORKS

- A. Receiving and Unloading of consignments from the Trucks/Trailors arriving from manufacturing units and suppliers.
- B. Proper Stacking and Preservations of all the material
- C. Keeping records and status of all materials as per BHEL practices. Verification of all the material received by contractor. Prepare shortages/damaged reports if any.
- D. Transportation of materials to the powerhouse/ valve house service bay or the pre assembly area as per site requirement and the instructions of site engineer.
- E. Construction of temporary shelters on some of the special items as per the instruction of the site engineer.
- F. Unloading and stacking of certain items in the service bay / work area with the help of EOT cranes / loading arrangement as per the instruction of BHEL engineer.
- G. Proper House keeping and safe working.
- H. Handing over of all the spares to customer at their stores.
- I. Handling and Transportation of scrap from power house to NTPC stores / scrap yard as per the instructions of BHEL engineer
- J. Re-conciliation of materials with BHEL and NTPC.
- K Contractor has to provide, install and maintain as per Annexure – III, **3 Nos. Manual operated overhead traveling crane** of 10 MT capacity inside the closed storage shed, in which long travel & cross travel are manually operated and hoisting is motor operated, approximate 10 Meters span & working height of 5.5 Meters. Before installation the actual dimensions from stores are to be verified. These are to be taken back after completion of work.

34.1 BHEL has been awarded the work of Design, Manufacture, supply, installation, erection, testing & commissioning of 4X200 MW KOLDAM HYDRO POWER PROJECT The equipment consists of

- Embedded Parts Packages
- Distributor
- Plant and unit auxiliaries of Power House
- Hydro turbine & governor
- Generator, Generator circuit breaker, Excitation system.& DVR
- Cooling Water, Drainage & Dewatering Pipings
- Main Inlet valves & Accessories
- 13.8 KV Bus Duct including CTs & PTs
- Controls & Instrumentation and Grounding system
- Protection system.
- Unit, Station, Service, Dry type and Aux. Transformer
- HT/ LT switchgear and Batteries
- EOT Crane,
- Elevators
- Ventilation, Fire, Oil, lighting & Compressed air system
- DG sets
- Workshop equipment.
- Telecommunication.
- CCTV & Public Address System.
- OPGW (Optic ground wire).
- Power & Control cables including accessories.
- Earthing and lightning system.
- 33Kvsubstation including 33KV Power cables.

These materials will be supplied from our manufacturing units located all over the country as well as our vendors located both inland and overseas. The scope of work under this tender consists of taking delivery of the materials from transporters, unloading, shifting to their designated locations, verification & stacking etc. The delivery of these materials will mostly be inside the project campus by road transport. However, delivery of some items may also have to be taken from Godowns of transporters.

34.2 Approx. weight to be handled under this contract will be around **13000 MT**. Brief descriptions of different packages with their weights are indicated under Annexure-V. 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.

Though most of the material is being planned to be made available at site well in time for erection requiring proper handling, verification and storage, however certain items may be delayed, requiring direct delivery at site for erection. In such cases contractor has to unload the material directly in powerhouse/ work place and verification to be carried out, contractor for subject work will be eligible for payment as per item 3 of the rate schedule. Besides above BHEL, entirely at its discretion may get unloaded / handle at any location in the premises of powerhouse. Items like Generator stator sectors, shafts, transformers or any other materials at the discretion of BHEL engineer and availability of space in powerhouse.

34.3 **The contractor under this contract shall provide free of cost services of following manpower:**

- Qualified computer operators (minimum 'O' level qualified) capable of operating the material management software package / other packages available at site or for office work for total **8** man months,
- Skilled workers for working in colony and in office for a total **16** man months
- Unskilled workers for working in store & office for a total **22** man months.

Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed.

In case contractor fails to provide above mentioned manpower as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor. However, if BHEL does not utilize the manmonths as per above provision, fully or partly, recovery at the rate of the prevailing minimum wages at KOLDAM HEP Site for the categories given plus 10% will be made from the final bill of the contractor.

- 34.4 **The contractor under this contract shall also provide free of cost services of following qualified Supervisors :**

The Contractor shall provide, within finally accepted Rate Schedule, **TWO NUMBERS qualified Supervisors for 40 (Forty) manmonths** for direct supervision of various works other than the scope covered under this tender. The supervisors shall possess a minimum qualification of a mechanical engineering diploma or have long experience in the field of erection of Hydro Power Plant. They shall be deployed in all area covered under various specifications other than this tender as well as other related areas as may be deemed essential based upon work requirements, though not specified. They shall be guided by BHEL Engineers to ensure smooth work progress as and when /where required /deployed.

In case BHEL is not able to utilize the manmonths as per provision, a lumpsum of Rs 10,000/- (rupees ten thousand only) per manmonth for the un-utilised manmonths will be recovered from the bills of the contractor.

- 34.5 Annexure-I give the general idea for tenderer 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 / materials.
- 34.6 All items will be transported to site **by road**. It is to be unloaded at the site or stores area as directed by BHEL.
- 34.7 Some consignments mainly small / parcels may also be received at BILASPUR/SLAPPER/CHANDIGARH or nearby town. The contractor shall have to handle such consignments also as per rates quoted / accepted.
- 34.8 BHEL will provide all necessary preservatives, paints, thinners, rust preventives, grease, lubricants and end caps for preservation of components. All tools & tackles and other consumables required for preservation of components including supervision shall be provided by contractor at his own cost. Preservation of components includes applying preservatives, paints, rust preventives, greasing of threaded portions, fixing of end caps in position for piping parts, repainting of work order / DU or part numbers, component codes etc. After preservation wherever necessary, components will be stacked properly as per original stacking for which no additional payment shall be made.
- 34.9 The contractor has to mainly provide his own equipments other than those specified by BHEL as well as all necessary small / major T & P required for subject work.
- 34.10 It shall be the responsibility of the contractor to keep in touch with BHEL Engineer at site and find out arrival of consignments. The Contractor shall collect all the way receipts, parcel way bills / lorry waybills from BHEL/NTPC site office either personally or through an authorized representative. The contractor or his authorized representative shall, for the purpose, visit the said office every day and collect available GR, LWB etc. While collecting the GR, LWB, contractor or his authorized representative will sign the register maintained for the purpose indicating date and time of collection. The contractor shall

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

keep in touch with way authorities, carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of LWB, PWB, date of collection of the materials from road transport agencies / lorries and date of stacking them at storage yard of BHEL.

- 34.11 It is possible that in certain cases, dispatch documents may not be received in time but BHEL may receive Photostat copies of the same. It is, therefore, the responsibility of the contractor to collect these Photostat copies while obtaining indemnity bond from BHEL authorities at site.
- 34.12 Payment of all demurrage / wharfages that are due to contractor's fault, would be the responsibility of contractor and to his account. If BHEL has to make payment of demurrage / wharfages along with freight, the amount so paid as demurrage / wharfages, for the reasons stated above, shall be paid by the contractor forthwith or would be recovered from bills of the contractor.
- 34.13 In any case contractor will pursue with concerned Carrier authorities at all level (local/HQ etc.) for waiver / reduction to the minimum of such demurrage/ wharfages charges. Whenever such demurrages/ wharfages become payable due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the Engineer in such case will be final and binding on the contractor.
- 34.14 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.
- 34.15 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.
- 34.16 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 off. 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. 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 within 15 days of retiring such consignments. All expenses connected therewith shall be to the account of contractor. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
- 34.17 In case of short delivery and non-delivery, immediate notice of loss shall be filed with the carriers at places of dispatch and destination as also at any intermediate station, if it is a different one, under intimation to BHEL authorities at site.

- 34.18 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 stacking, when the custody of the equipment is with the contractor.
- 34.19 Unloading from trailer at storage area / work site stacking and re-stacking of heavy sophisticated equipment like Turbine Runner, Shafts, Rotors, heavy motors, generators, rotors electrical panels turbine components, pumps, panels etc. Shall be done in the presence of or as per the directions of BHEL representative. Certain items may be dispatched with tie rods/ strips welded with frame carrying items and with trailer. These tie rods / strips are required to cut by using Gas flame / Grinder / Saw cutting or by other method as directed by Engineer for unloading of materials.
- 34.20 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.
- 34.21 Lorries / 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.
- 34.22 The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.
- 34.23 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. The verification of materials shall be carried out within fifteen days and report shall be submitted as a documentary proof.
- 34.24 All materials shall be stored at least 6" above ground level by use of concrete / wooden sleepers or on steel frames. No material shall be left to remain on ground at any time. Materials shall not be stacked in low-lying areas, where they are likely to get flooded during rains. **Wooden sleepers / concrete blocks HAVE TO BE ARRANGED BY CONTRACTOR** . Tarpaulins for this purpose wherever deemed necessary shall be issued by BHEL free of charges. However these items 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 re-stack the same at his cost.
- 34.25 It is possible that certain heavy items / consignments will require fabrication of a temporary steel coverings over it. These shelters will be covered with suitable CGI sheets or tarpaulin. The contractor will be required to fabricate such sheds. All materials required for this will be provided by BHEL. However all expenses towards manpower, T&P, consumables etc will be borne by the contractor. After the completion of the work the contractor will dismantle the same and return these materials back to the stores. The

contractor will be paid **@ Rs. 3500/- per MT** for such works.

- 34.26 The material / equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using **Manual operated overhead traveling crane** (to be provided by Contractor as per Annexures II & III) The contractor has to use his own material handling equipment like Hydra crane, Fork Lift etc for unloading the same in closed storage shed.
- 34.27 For unloading/ checking / verification of the components / packages with packing slips GR/ LWB/ etc., sufficient experienced persons and other facilities shall be provided by the contractor.
- 34.28 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 at the time of retrieving. In the event of any improper stacking BHEL may ask the contractor to re-stock the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.
- 34.29 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.
- 34.30 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.
- 34.31 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.
- 34.32 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, Sarkandas etc. shall be cut periodically in open/ closed storage area & removed and sprinkling of water to avoid dust 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 (including weighing of the same within the project premises if required).
- 34.33 Normally the consignments from BHEL's' manufacturing units / their sub-suppliers are sent on freight paid basis. In case any consignment is received at any place on freight to pay basis, it will be the responsibility of the contractor to pay the freight and take delivery of such consignments. The amount of freight paid by the contractor at any point of time in such cases will be limited to Rs. 5.000/-. However. the freight paid by the Contractor will

be reimbursed by BHEL within a week's time on production of relevant receipts.

In case of freight amounts exceeds Rs. 5,000/- contractor may request BHEL well in time to issue cheque /draft for such amounts in favor of carriers towards freight charges.

Delay in issuance of cheque / drafts as above shall not in any case be taken as a cause of delay in taking delivery of consignment resulting in wharfages / demurrage leviable by carriers.

Receipt of payment and proof of taking delivery of consignment shall be submitted to BHEL by the contractor.

- 34.34 In case some materials are required to be dispatched from site to manufacturing units, other sites or any other place, the contractor may be asked by the Engineer to get the same packed, transport it to nearest way Station / Carrier's godowns and get the same booked. The contractors are therefore, requested to quote their rate for this work in Rate schedule. In case of material is required to be booked as freight paid, the freight for the consignment limited to Rs.5,000/- shall be paid by the contractor. However, it shall be reimbursed by BHEL on submission of receipt within a week's time. The funds for freight charges exceeding Rs. 5,000/- shall be arranged by BHEL. Packing material required shall be provided by BHEL free of cost.
- 34.35 In case some of consignments are to be dispatched on full truck /trailer load basis, where the carriers will place their fleet inside the plant for loading, the contractor may be asked to collect them from different locations of store sheds/yard and load by using his crane and labour. Tenderer are required to quote rates for the work in rate schedule.
- 34.36 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, as below:-
- Second class train fare with reservation / supplementary charges/bus fare subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.
 - Local conveyance charges (Actual bus / cycle rickshaw/ auto rickshaw fare for local journeys at out station) as permitted by the Engineer.
 - Daily allowances @ Rs.100/- per day and @ Rs.150/- per day for lodging.
 - Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure.
 - Freight and other charges, if any, paid on production of actual receipts.
 - Payment for the above will be made by BHEL within a month from the date of submission of bill along with details / desired documents by the contractor subject to completion of work assigned to contractor personnel and to the entire satisfaction of the Engineer.
- 34.37 The contractor shall install his own computers, maintain it and employ skilled operator for maintaining all records and progress reporting. Any type of data required should be made available for reference. Required printed output and in floppy discs shall be given to BHEL.
- 34.38 **BHEL-Power Sector (NR) is ISO 9001-2000, ISO 14001 and OHSAS 18001 certified**

company and has been recommended for SA 8000 certification. Work quality to customer's satisfaction, system requirements, health, safety & environmental protection are the basic essence of this certification. The contractor in all respects will organize his work, systems, process control documentation, T&P, inspection, measuring and testing equipment etc. Meeting above requirements as per instructions of BHEL engineer. The contract shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.

Besides the above, technical clearances from respective statutory bodies for the above shall be obtained by contractor at their cost to meet regulatory/statutory requirements.

Contractor shall arrange for following provisions of HSE

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency. This emergency set-up should include, but not limited to, following.
 - Male nurse (in shifts).
 - Oxygen set up
 - Breathing apparatus
 - Eye wash facility
 - Stretcher
 - Trauma blanket
 - Medicines.
 - 24 hour Ambulance facility.
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 for emergency purpose.

- 34.39 Tenderer may note that as the place of work is inside the POWER PROJECT and being manned by Security/Safety Force of NTPC, all necessary system related to entry of men, vehicle & material, safety & security systems, work permit system etc. as applicable will have to be followed by the contractor.
- 34.40 The contractor shall comply with following towards Social Accountability;
- (a) The contractor shall not employ any employee 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 Discrimination / 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.
- 34.41 In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain till the completion of the contract at least **100 trees** in the vicinity of the project as per the advice of the Engineer
- 35.0 **TOOLS AND PLANTS**
- 35.1 T&P being provided by BHEL to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
- 35.2 Besides the T&P and IMTEs being made available to contractor free of hire charges by BHEL, all other T&Ps and IMTEs 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. He should ensure that these are in good working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps and IMTEs, BHEL will be at liberty to arrange the same 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.

- 35.3 All distribution boards, connecting cables, wire ropes, hoses, pipes etc, including temporary air / water / electrical connections etc shall have to be arranged by the contractor at his own cost.
- 35.4 In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend / alter his activities to meet erection / commissioning targets in consultation with BHEL. No such cause/ delay shall be considered for compensations against over run charges.
- 35.5 The operation and day-to-day maintenance of all BHEL's T&P being provided free of hire charges shall be in the scope of the contractor. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. All lubricants shall be provided by BHEL free of cost. The contractor will give the requirement well in advance.
- 35.6 The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
- 35.7 The day to day and routine maintenance of BHEL's T&Ps shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps that shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor BHEL at its own discretion get the servicing / repair of equipment done at the risk and cost of the contractor with BHEL overheads.
- 35.8 The contractor shall arrange at his cost all spares needed for upkeep of all T&Ps for day-to-day maintenance. For cranes, repair / replacement of filter, batteries, self, dynamo, shall be the responsibility of the contractor. However, the charges of the replacement of the other damaged / worn out parts of BHEL cranes will be borne by BHEL, provided the damage is not due to the negligence of the contractor. However, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.
- 35.9 The contractor, at his own cost shall arrange all supervision and labour required for maintenance and attending breakdowns.
- 35.10 Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required, contractor has to return the crane with original boom.

- 35.11 The area and infrastructure development of the area to be carried out by the BHEL. However in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes /tractors etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
- 35.12 In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
- 35.13 The contractor shall furnish regular utilization report of the BHEL T&Ps, as per requirement of BHEL.
- 35.14 Any loss / damage to any part of BHEL T&Ps and IMTEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
- 35.15 It is the responsibility of the contractor to take delivery of T&Ps from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store / place as intimated by Engineer in project site in good working conditions after use.
- 35.16 The contractor shall return BHEL T&Ps and IMTEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If return of T&P and IMTE were delayed by contractor, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. T&Ps and IMTEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
- 35.17 Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps and IMTEs shall be recovered from the contractor's running / final bills
- 35.18 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, 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.

- 35.19 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and testing equipment). The IMTEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- 35.20 Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. If any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy IMTEs and retake the readings at contractor's cost.
- 35.21 BHEL shall have lien on all T&P, IMTEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
- 35.22 The month wise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) 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&P, 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.

36.0 LABOUR & SUPERVISORY STAFF

- 36.1 The contractor shall engage experienced supervisory staff and especially skilled labour e.g. crane operators, heavy-duty vehicle driver, fitters, electricians, carpenters, sarangs, riggers, 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 ways and staff employed directly by BHEL or other contractors of BHEL or BHEL's client / 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. 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 manpower deployment plan to be submitted as per format (at Annexure-C to general conditions of contract) 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.

37.0 FACILITIES TO BE PROVIDED BY BHEL/CONTRACTOR

- 37.1 BHEL shall provide limited open space for office and store/ workshop at site free of rental charge.

It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area.

Electric power for office and workshop will be provided free of rental charge by Customer at one point as decided by BHEL. Further distribution will have to be made by contractor.

- 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. shall be dismantled and leveled 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.

- 37.4 BHEL shall be providing the general-purpose lighting inside and outside stores as a one-time arrangement. The contractor shall upkeep these facilities at his own cost. Keep the area well lighted. BHEL shall provide the open and closed storage area to the contractor for keeping all the material. It shall be the responsibility of the contractor to maintain the area properly. It shall be the responsibility of the contractor to provide the cleaners for maintaining the sanitation facilities provided within the storage area.

38.0 TIME SCHEDULE

- 38.1 The contractor is required to commence the work within 15 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 Major materials as covered within the scope of this tender are likely to be received in stages up to **36 months period** from the actual date of start of work.

39.0 OVERRUN:

- 39.1 In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended beyond **36 months**, the contractor shall not be entitled for any overrun compensation for a period of **first three months** after the contractual completion date. In case the scheduled completion time gets extended beyond **three months** as stated above, the contractor shall be considered for payment of fixed overrun charges (ORC) **@ Rs.75,000/-** (Rs. Seventy five thousands only) per month on receipt of advance notice intending to claim over run and on fulfillment of following conditions :

- a) The reasons for delay in completion of work are not attributable to contractor but however subject to the provisions of clause 31.
- b) The targets fixed during the overrun period are achieved by contractor.

- 39.2 Once the claim of overrun charges is admitted no other compensation whatsoever (like for delays in receipt of materials, availability of fronts etc.) will be entertained.

- 39.3 The contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously/ regular upkeep, operation, maintenance of all equipments for the entire contractual period including total extended period.

- 39.4 For the purposes of ORC the actual date of start as certified in clause No. 38.1 will be considered.

40.0 PRICE VARIATION

- 40.1 The rates quoted for scope of work as defined in this tender are subject to price variation provisions as per following formula:

$$P_1 = \frac{0.60 \times P_0 (F_1 - F_0)}{F_0} + \frac{0.10 \times P_0 (D_1 - D_0)}{D_0}$$

P_1 = Increase/Decrease in billed amount (variation) for the particular month of billing.

P_0 = Gross billed amount for the month as per contract provisions.

F_1 = All India CPI published by Labour Bureau, Shimla, Govt. of India, for Industrial workers (Base 1982 =100) applicable for the month under consideration i.e. for which bill has been raised.

F_0 = All India CPI published by Labour bureau, Shimla, Govt. of India, for Industrial workers (Base 1982 =100) applicable for the month of opening of technical bid.

D_1 = Rate of diesel as applicable at Koldam site for the month under consideration i.e. for which bill has been raised.

D_0 = Rate of Diesel as applicable at Koldam site for the date of opening of technical bid.

- 40.2 The contractor will be required to raise the bills for price variation payments on a monthly basis irrespective of the facts whether any increase or decrease in CPI. Price variation as per above formula will be calculated and paid/deducted on the total contract value on month-to-month basis from the date of award. BHEL however reserves the rights to freeze variation for that much of duration of delays, from time to time, which are entirely attributable to the contractor. **Average of applicable index of PVC paid shall be taken as index for PVC for final 5% amount.**
- 40.3 With the provision of price variation as above clauses, NO CLAIM / COMPENSATION on account of any increase in wages (including minimum / statutory wages), prices of petrol, other consumables viz. electrodes, gases etc. or any other reasons will become payable during the entire period of execution including extensions, if any.
- 41.0 TAXES & DUTIES
- 41.1 **Income tax** & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.

- 41.2 **Price quoted shall be exclusive of 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. The contractor shall obtain prior approval of BHEL before billing the service tax amount.

With introduction of Cenvat credit rules 2004 which came into force w.e.f. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. **As such, while offering the rates, the contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of excise duty and service tax and adjust their offer price accordingly to make it more competitive.** In respect of Construction Services, the contractor should avail abatement of 67 % as per notification no. 15/2004-ST dated 10.09.2004 as and if applicable.

- 41.3 'TDS' for sales tax on Works contract at prevailing rates shall be deducted from the running bills as applicable unless Exemption Certificate from appropriate Authority is furnished. Reimbursement, if any, on account of Sales Tax on Works Contract as legally leviable and payable by the contractor shall be made on the production of requisite documents i.e. assessment order etc. of the 'Appropriate Authorities' by the contractors provided contractor has not opted for lump sum/composition scheme.

In VAT applicable States, "Tax Invoice" as required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act. In case of non civil contracts, reimbursement, if any, on account of VAT on Works contract as legally leviable and payable by the contractor shall be made on the production of requisite documents i.e. assessment order etc. of the 'Appropriate Authorities' by the contractors provided contractor has not opted for lump sum/composition scheme. In case of civil contracts the rate quoted should be inclusive of VAT. However "Tax Invoice" as required under the relevant State VAT law shall be submitted along with other compliances as per concerned VAT Act. However, 'TDS' for VAT on works contract will be applicable as per applicable law.

41.4 Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.

41.5 Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.

42.0 **TERMS OF PAYMENT**

42.1.1 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.

42.1.2 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. Tonnage shall however be calculated on the basis of gross weight of the package.

42.1.3 Shortage / damage reports to be submitted on BHEL standard materials management forms. No payment shall be released till the contractor submits these reports and are verified by the Engineer.

42.1.4 Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder:

42.2 **FOR MATERIAL HANDLING WORKS**

42.2.1 **FOR ITEM NO 1 OF RATE SCHEDULE**

42.2.1a **55%** of the rate shall be paid after the materials are safely unloaded and recorded in stocks as per BHEL practices such as GR / LWB / loading advice / box packing slip subject to furnishing of following information along with the bills as per above clause.

a) Proof of claim lodged with ways/ transporters in respect of above shortage / open delivery.

b) Material management forms duly filled / records generated in stocks (stock registers and computers) and certified by the Engineer.

42.2.1b **40%** of the rate shall be paid after safekeeping / stacking, proper verification in line with documents and records and proper preservation as per BHEL instructions is ensured.

Opening of cases / re-packing, wherever necessary (with contractor's own labour and T&P).

Payment will be released on submission of the information, as per material management forms by the contractor immediately after verification of materials as certified by the Engineer. The Engineer at site would supply the requisite Performa.

42.3 FOR ITEM NO 2 (a) ,2 (b) OF RATE SCHEDULE

42.3.1 **95 %** of the rate shall be paid after the materials are loaded in truck/ trailers from stacked area, transported and unloaded at requisite place with his (a) own arrangements (b) EOT Crane and proper handing over of material advice / box packing.

42.4 FOR ITEM NO 3 OF RATE SCHEDULE

42.4.1 55% of the rate shall be paid after the materials are safely unloaded directly in power house using his own labour and T&P and using **EOT crane** of the powerhouse/ valve house and recorded in stocks as per BHEL practices such as GR / LWB / loading advice / box packing slip subject to furnishing of following information along with the bills as per above clause.

a) Proof of claim lodged with ways/ transporters in respect of above shortage / open delivery.

b) Material management forms duly filled / records generated in stocks (stock registers and computers) and certified by the Engineer.

42.4.2 **40%** of the rate shall be paid after safekeeping / stacking, proper verification in line with documents and records and proper preservation as per BHEL instructions is ensured. Opening of cases / re-packing, wherever necessary (with contractor's own labour and T&P).

Payment will be released on submission of the information, as per material management forms by the contractor immediately after verification of materials as certified by the Engineer. The Engineer at site would supply the requisite Performa.

42.5 ITEM 4 OF RATE SCHEDULE

42.5.1 **85%** shall be payable after satisfactory installation of 3 Nos. MOT cranes in the closed sheds. Further subdivision of rates will be done at site with BHEL site engineer. The decision of BHEL Engineer will be final and binding on the contractor.

42.5.2 **10%** shall be payable at the rate of 1% on every 3 months after satisfactory installation of 3 Nos. MOT cranes in the closed sheds. Further subdivision of rates will be done at site with BHEL site engineer. The decision of BHEL Engineer will be final and binding on the contractor.

42.6 FOR OPTIONAL ITEMS NOS ,5, 6, 7, 8 and 9 OF RATE SCHEDULE

42.6.1 95% of the unit rate shall be paid on completion of particular item.

- 42.7 **The 2.5% of CV shall be payable on completion of all pending works which includes settlement of outstanding issues with Carriers / ways.**

NOTE: Above payment shall be released after working out the contract value based on actual work carried out.

- 42.8 **The balance 2.5% of contract value will be payable on final reconciliation, submission and passing of Final bill. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.**

- 42.9 No payment shall be made for handling of items issued from BHEL stores for storing, stacking of materials and their return.

43.0 **RATE SCHEDULE**

- 43.1 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 / price.

- 43.2 The tenderer shall quote the rates / Price 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 / erasing / over writing shall be done.

- 43.3 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to handle actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually handled at site and payments will also be regulated for the same. Quantities mentioned in the rate schedules are approximating only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity. **However in case of over all variation in Contract value (as indicted in LOI), beyond minus 30%, the contractor will be eligible for compensation as per the following provision:**

"The total executed value shall be raised by 10 % subject to the condition that the total value of work executed plus increase as above shall be limited to 70 % of the awarded contract value"

Contractors are requested to take above into account while quoting. The contractor confirms that unit rates quoted above takes care of such variation during execution stage.

- 43.3 The tenderer is also required to quote for all OPTIONAL items of the rate schedule as the same may be operated according to site conditions and entirely at the discretion of BHEL during the execution of contract. No compensation for non-operation of these OPTIONAL items and getting work done through other agency for optional items, shall be payable to the contractor.

- 43.4 Rates for optional items shall not be considered for evaluation of tender.

44.0 **INSTRUCTIONS TO TENDERER**

- 44.1 The tenderer are advised to actually visit the site and fully acquaint themselves with site conditions, transportation routes, various distances, facilities etc., before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions.
- 44.2 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.
- 44.3 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized, responsible officer who should hold a valid power of attorney for the purpose of the contract.
- 44.4 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.

45.0 PERFORMANCE GUARANTEE:

- 45.1 Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.

46.0 LIQUIDATED DAMAGES(LD)

- 46.1 For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

47.0 SECURITY DEPOSIT

- 47.1 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 Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC;

For BG 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.

48.0 OTHERS

- 48.1 In case of any contradiction between General Conditions of Contract(GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

- 48.2 The tenderer shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed 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.
- 48.3 Contractor has to provide, install and maintain as per Annexure – III, **3 nos Manual operated overhead traveling crane** of 10 MT capacity inside the closed storage shed, in which long travel & cross travel are manually operated and hoisting is motor operated, approximate 10 Meters span & working height of 5.5 Meters. Before installation the actual dimensions from stores are to be verified. These are to be taken back after completion of work.
- 48.4 **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 and acceptance of customer. 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.**

ANNEXURE-I

LIST OF T&P BEING PROVIDED BY BHEL FOR USE OF CONTRACTOR FREE OF HIRE CHARGES ON SHARING BASIS

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	HYDRA CRANE	14/20 T	01
2.	TYRE MOUNTED CRANE	75/100 T	01

NOTE:

1. THE ABOVE MENTIONED SUITABLE CAPACITY CRANE WITHOUT SLINGS & LIFTING TACKLES WILL BE PROVIDED BY BHEL ON SHARING BASIS. THE OPERATION AND MAINTENANCE OF CRANE SHALL BE THE RESPONSIBILITY OF CONTRACTOR. THE FUEL SHALL BE ALSO GIVEN BY CONTRACTOR. ALL OTHER TERMS & CONDITIONS SHALL BE AS PER TENDER CLAUSE NO. 35
2. TWO NOS. 300/40 MT EOT CRANE WILL BE ERECTED / COMMISSIONED BY ANOTHER AGENCY AND MAY BECOME OPERATIONAL ANY TIME DURING THE PERIOD OF SUBJECT WORK. THIS EOT CRANES, AS AND WHEN THESE BECOME OPERATIONAL, WILL ALSO BE PROVIDED BY BHEL FREE OF HIRE CHARGES & ON SHARING BASIS FOR SUBJECT WORK. THE MAINTENANCE OF EOT CRANE WILL BE CARRIED OUT BY BHEL / ITS CLIENT. HOWEVER CONTRACTOR WILL NOT BE ENTITLED FOR ANY COMPENSATION DUE TO NON-AVAILABILITY OF EOT CRANE.

ANNEXURE-II

INDICATIVE LIST OF MAJOR T&P TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	TRUCK	10 T	1 no ALWAYS AT SITE ADDL. 1 - 2 nos .AS PER REQUIREMENT
2.	TRAILOR WITH PULLING UNIT	20 T	01
3.	TRAILOR WITH PULLING UNIT	60/70 T	AS PER REQUIREMENT
4.	GENERAL PURPOSE MATERIAL HANDLING T&P - (WINCHES 3T MECH OPERATED MIN 2 NOS, SLINGS, CARPENTOR TOOLS,D SHACKLES, EYE BOLTS, FITTERS TOOLS, ELECTRICIANS KIT ETC)		AS PER REQUIREMENT
5	WOODEN/ CONCRETE SLEEPERS		AS PER REQUIREMENT
6	CONSUMABLES FOR ABOVE & GENERAL PRESERVATIVES		AS PER REQUIREMENT
7	FORK LIFT	3 T	01
8	SET OF MEASURING TOOLS		AS PER REQUIREMENT
9	COMPUTER WITH PERIPHERALS		02
10	FIRE EXTINGUISHERS 10KG ABC DRY POWDER TYPE		MINIMUM 10 NOS
11	HYDRA CRANE	14T	01
12	OVERHEAD TRAVELLING CRANE	10T	03 NOS AS SPECIFIED IN CLAUSE 34.0 (K)

NOTE:

1. The above list specifies only major T&P (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, rails sleepers hydraulic / mechanical jacks etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.

TENDER NO. BHEL:NR(SCT): KOLDAM:TPT:326

2. Consignments which can not be handled by above cranes of contractor/BHEL, has to be unloaded / handled by sleeper jack method. Alternatively suitable capacity crane is to be arranged by contractor for handling such consignments. The bidders are required to take note of it while submitting their offer.
3. Suitable capacity crane 75/100T and 14/20T capacity without slings & lifting tackles will be provided by BHEL on sharing basis . All other terms & conditions shall be as per tender clause no. 35.

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE
KNOWLEDGE OF SITE CONDITIONS**

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, Industrial relations and 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
knowledge of site condition.

Tenderer's Name and Address.

Place:

(Signature of the Tenderer's
With stamp)

Date:

ANNEXURE-IV

**NON DISCLOSURE AGREEMENT
Memorandum of Understanding**

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

M/s....., providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To 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 which shall not be in the business interest of BHEL PSNR.

(
M/s. BHEL, PSNR)

(
M/s.....)