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TENDER SPECIFICATION

TENDER NO. BHEL:NR:SCT:FARAKKA & DADRI:GEN STATOR:506

FOR

UNLOADING, LIFTING FROM SPECIAL CARRIER, SHIFTING INSIDE POWERHOUSE THROUGH HANDLING BY MEANS OF SPECIAL ARRANGEMENT OF STRAND JACKS & STRUCTURAL MODULAR TOWERS AND ONWARD PLACEMENT ON FOUNDATION OF 2 (TWO) NOS. 490 MW GENERATOR STATORS AT BHEL 2X490 MW NTPC DADRI SITE AND 1 (ONE) NO. 500 MW AT BHEL NTPC FARAKKA SITE

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@bhelnsnr.co.in/ msd@bhelnsnr.co.in**

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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-----

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

Bharat Heavy Electricals Limited

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Power Sector – Northren Region,

Plot No. 25 , Sector - 16A , Noida

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Unloading, lifting from special carrier, shifting inside powerhouse through handling by means of special arrangement of strand jacks & structural modular towers and onward placement on foundation of 2 (two) nos. 490 MW Generator Stators at BHEL 2x490 mw NTPC Dadri site and 1 (one) no. 500 MW at BHEL NTPC Farakka site.”

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QUALIFYING REQUIREMENT:

“Tenderers who wish to participate, should have carried out at least one similar work of lifting for minimum weight of 100 MT or more during the last five years and also have an average annual financial turnover of minimum of Rupees 60 Lacs during preceding three years (2005-06, 06-07 and 07-08).”

NOTES:

- (i) The Tender Documents comprises of following:
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
 - (d) Drawings – 7 nos.
- (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 20.05.2008** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned **latest by 20.05.2008** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 20.05.2008**.
- (v) **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

TENDER NO. BHEL:NR:SCT:FARAKKA & DADRI:GEN STATOR:506

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.

- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) 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.
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.
- (x) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the ‘Sealed Price Bid’. However, bidders are required to confirm their acceptance of “General terms and conditions” governing RA specifically in their technical bid. The “General terms and conditions” governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).**

Authorization of representative who will participate in the on line Reverse Auction Process:

- 1) Name and Designation of official
- 2) Postal Address (Complete)
- 3) Telephone Nos. (Land line & Mobile both)
- 4) FAX No.
- 5) E-mail address
- 6) Name of Place/ State/ Country, wherefrom he will participate in the RA

- (xi) Purchase Preference will be given to CPSUs as per Govt. Guidelines.
- (xii) Unsolicited rebate/ discount shall not be accepted after bid opening.

DGM/ SCP



SO 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 , Noida
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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 20.05.2008
DATE OF OPENING (Tech. Bids) : 20.05.2008
NIT NO./ NAME OF WORK

Tender No. BHEL:NR:SCT:FARAKKA & DADRI:GEN STATOR:506

Sealed tender are invited from the contractors fulfilling qualifying requirements for “Unloading, lifting from special carrier, shifting inside powerhouse through handling by means of special arrangement of strand jacks & structural modular towers and onward placement on foundation of 2 (two) nos. 490 MW Generator Stators at BHEL 2x490 mw NTPC Dadri site and 1 (one) no. 500 MW at BHEL NTPC Farakka site.”

NOTES:

1. Purchase Preference will be given to CPSU as per Govt. Guide lines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.
3. Tenders Not Accompanied With Full Earnest Money Deposit of Rs. 2,00,000/- By Pay Order Or Demand Draft Will Not Be Considered. However, tenderers who have already deposited one time EMD of Rs. 2,00,000/- with BHEL PSNR are exempted from depositing EMD with this tender.
4. Bidder(s) can download complete tender document from the BHEL website. They can also purchase hard copy of tender documents from this office on payment of Rs.1000/- (non-refundable) either in cash or by crossed demand draft I in favour of BHEL, NOIDA.

DGM/ SCP

**BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
HRDI & PSNR COMPLEX, PLOT NO. 25 SECTOR-16A,
NOIDA, DISTT. -GAUTAM BUDH NAGAR –201 301**

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

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

TECHNICAL BID (COVER-I)

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

PRICE BID (COVER-II)

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

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

PROJECT SYNOPSIS

2X490 MW NTPC DADRI, STAGE- II

M/s NTPC Ltd (NTPC) has awarded a contract on BHEL for design, supply, transportation, storage and material handling at site, erection and commissioning of 2 x 490 MW coal based thermal sets consisting of boilers, turbines, generators, with all the auxiliaries and accessories on a lump sum basis.

The project has 4x 210 MW thermal sets and a combined cycle gas plant consisting of 2 modules of 408.5 MW each already in operation.

On the part of BHEL it has to create its own storage, residential and office facility at site. NTPC has given the open land for development of infrastructure at site and BHEL shall have to develop it for construction of closed and open storage yard & office complex.

The project is situated in PO Vidyut Nagar in District Gautam Budh Nagar in UP state and is located about 30 Kms from Ghaziabad and is about 60 Kms from Delhi.

1 x 500 MW Farakka TPS

National Thermal Power corporation ltd. has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Installation, Testing and commissioning of Steam Generator, Turbine Generator packages along with their auxiliaries for 1 x 500 MW for Farakka Super Thermal Power Project, Stage-III which is located near Farakka town in Murshidabad district of West Bengal. The Stage-III of the Project shall comprise of one (1) unit of 500 MW. Stage-I & Stage-II of the project comprises of three (3) units of 210 MW each and two (2) units of 500MW each are presently under commercial operation. The ultimate capacity of the project will be 2130 MW (Stage-I, 3x210 MW + Stage-II, 2x 500 MW + Stage-III, 1X500 MW).

The nearest railhead New Farakka Railway Station of Eastern Railway is approximately 2.0 km away from the project site. Maldah is the nearest major towns located within 50 Km distance

from the project site. The nearest commercial airport is Kolkata and located at a distance of approximately 300 Km. New Farakka Railway station is around 300 Km away from Howrah.

NOTE:

SUBJECT GENERATOR STATOR IS EXPECTED TO BE DESPATCHED MOST PROBABLY BY HEAVY DUTY HYDRAULIC TRAILOR FROM HARIDWAR UNIT. HOWEVER, THERE IS A POSSIBILITY OF DESPATCH BY RAILWAY SPECIAL WAGON ARRANGEMENT ALSO.

Concerned persons to be contacted for site visits and works :-

AA) 2 x 490 MW DADRI PROJECT:

General Manager
BHEL site office
NTPC, NCTPP, STAGE II,
DADRI - 201008
DISTRICT GAUTAM BUDH NAGAR (UP)

TELEFAX no. - 0120- 2672875
E-mail – asinghal@bhelsnr.co.in

Addl. General Manager
BHEL site office
NTPC NCTP Project STAGE II,
DADRI - 201008
DISTRICT GAUTAM BUDH NAGAR UP

TELEFAX no. - 0120- 2672875
E-mail – dka@bhelsnr.co.in

BB) 1 X 500 MW FARAKKA PROJECT:

Construction Manager
BHEL Site Office
NTPC Farakka Stage-III
P.O. Nabarun
Distt. Murshidabad
West Bengal - 742236

Phone Nos.

03485-251177 (Fax)

Landline:

03485-251179 (Construction Manager)

03485-251177 (General)

Direct Inward Dialing (DID):

03512-226372 (Construction Manager)

03512-226371 (General)

Mobile:

9800000311 (Construction Manager)

E-mail: sengupta@bhelsnr.co.in

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 at once 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 this 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 thereof 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 proforma.

- 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 include 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 specification.
- 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 there of.
- 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.

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 affecting the recoveries due from the contractor.

24.5 All recoveries due from the contractor for the month/ period shall be affected 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 re-measurement shall be borne by the Contractor.
- 24.10 ***Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.***
- 24.11 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value 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 any body 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 cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
- 26 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

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

- 26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, 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/ re-qualification tests etc.
- 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 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 payroll 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 affecting 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 its 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, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 27.5 The contractor shall not use any hand lamp 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.
- 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. 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--

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.

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

MONTHWISE MANPOWER DEPLOYMENT PLAN

S.No.	Category	No. of Person available on roll of the Orga- nasation	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

(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

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

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.

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.

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 – 110 049 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 forbear 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 – 110 001. | 10. HDFC Bank Ltd.,
5 th Floor, HT House,
K.G. Marg,
New Delhi – 110 001. |
| 2. Canara Bank
74, Janpath,
New Delhi – 110 001. | 11. Citi Bank N A
Jeevan Vihar Building,
Sansad Marg,
New Delhi – 110 001. |
| 3. Punjab National Bank,
74, Janpath,
New Delhi – 110 001. | 12. Standard Chartered Bank,
H2 Block, Connaught Place,
New Delhi – 110 001. |

4. Bank of Baroda,
Corporate Banking Branch,
11th Floor, BOB Building,
Sansad Marg,
New Delhi – 110 001.
5. State Bank of Hyderabad,
Surya Kiran Building, K.G. Marg,
New Delhi – 110001.
6. State Bank of Mysore,
Antriksh Bhawan, K.G. Marg,
New Delhi – 110001.
7. State Bank of Mysore,
Industrial Finance Branch,
18, Ramanashree Arcade,
M.G. Road, Bangalore – 560 001.
8. State Bank of Travancore,
Travancore House, IF Branch,
K.G. Marg, New Delhi – 110 001.
9. Deutsche Bank,
Tolstoy Marg,
New Delhi – 110 001.
13. ICICI Bank Ltd.,
ICICI Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi – 110 003.
14. IDBI Bank Ltd.,
19, K.G. Marg,
Surya Kiran Building,
New Delhi.
15. HSBC Ltd.,
ECE House,
28 KG Marg,
New Delhi – 110 001.

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

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 ----- PERFOR- CHECK- APPRO- MER ER VER			AUDIT FUNCTION CUSTOMER REVIEW AUDIT REQUIREMENT
-------------------------	------------------------------	-----------------------------	--	--	--	--

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

VECHICLE 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 COMPLIANCE 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 properly

Disposal 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**



**SPECIAL CONDITIONS OF CONTRACT
(PART-A)**

SECTION-III (PART-A)
SPECIAL CONDITIONS OF CONTRACT

INDEX

Clause	Description
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36.	Tools & Plants/ IMTE's
37.	Supervisory staff & workmen
38.	Welding HT, RG & NDT
39.	Progress reporting
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41.	Price variation
42.	Rate schedule
43.	Instructions to tenderers
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**SECTION-III (PART-A)
SPECIAL CONDITIONS OF CONTRACT**

34.0 GENERAL

- 34.1 The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services/ facilities to complete the work or portion of work awarded to him. The quoted/ accepted rates/ lumpsum price shall deem to be inclusive of all such contingencies.
- 34.2 The contractor shall carry out the work in accordance with standard practices/ codes/ instructions/ drawings/ documents/ specification supplied by BHEL from time to time to the satisfaction of owner of the project.
- 34.3 The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies/ departmentally and recoveries will be effected from contractor's bills towards expenditure incurred including BHEL's usual overhead charges.
- 34.4 Following shall be the responsibility of contractor and have to be provided within finally accepted rates/ prices:
- (a) Provision of all types of labour, supervisors, Engineers, watch and ward as required, tools & tackles, calibrated inspection, measuring and test equipment as specified and otherwise required for the work and consumables for erection, testing and commissioning including material handling.
 - (b) Proper out-turn as per BHEL plan and commitment.
 - (c) Completion of work as per BHEL Schedule.
 - (d) Good quality and accurate workmanship for proper performances of equipment.
 - (e) Repair and rectification.
 - (f) Re-conservation/ preservation of all components during storage/ erection till handing over.
- 34.5 BHEL-Power Sector (NR) is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999, BS 7799 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer.

The contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects (HSE) for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage and he will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC.

34.6 Contractor shall ensure following:

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

In addition to above, BHEL has arranged ambulance at work site for emergency purpose, which can be utilized, free of cost, by contractor in case of emergency.

34.7 Social Accountability:

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.

34.8 The customer and/ or their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings/ specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.

34.10 Tenderer may note that as the place of work is inside the premises of customer being manned by their Security Agency, 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.

35.0 CONSUMABLES

- 35.1 The contractor shall provide within finally accepted rates, all consumables like all welding electrodes (including alloy steel and stainless steel), TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), all inert/ welding & cutting gases, soldering material, dye penetrates, radiography films, tapes, jointing compound, grease, mobile oil, M-seal, Molekote Araldite, petrol/ other cleaning agents, wooden sleepers, steel required for temporary works such as platforms, scaffoldings, ladders, lapping compound, sealing compound etc., required for completion of work except those which are specifically supplied by manufacturing unit.
- 35.2 It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
- 35.3 It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc. before procurement of welding electrodes/ TIG wires. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch No. Date of expiry etc. and produce test certificate for each lot/ batch with correlation of batch/ lot no. with respective test certificate. No electrode will be allowed to be used without valid test certificate.
- 35.4 BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants/ special consumables if it is not found to be of the required standard/ make/ purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
- 35.5 Storage of all consumables including welding electrodes shall be done as per requirement/ instruction of the Engineer by the contractor at his cost including arrangements for the same.
- 35.6 In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first/ subsequent bill at market value plus the departmental charges of BHEL as applicable from time to time (30% at present). Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.

36.0 TOOLS AND PLANTS/ IMTES

- 36.1 T&P's being provided by BHEL to sub-contractor free of hire charges shall be shared by other sub contractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
- 36.2 Besides the T&P 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 at his own cost. Contractor 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.

- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 The area and infrastructure development of area to be carried out by the BHEL/ customer. 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/ trailers etc. shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
- 36.7 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.
- 36.8 The contractor shall furnish regular utilisation report of the BHEL's T&Ps as per requirement of BHEL.
- 36.9 Any loss/ damage to any part of BHEL T&Ps 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.
- 36.10 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.

37.0 SUPERVISORY STAFF AND WORKMEN

- 37.1 The contractor shall deploy all the skilled/ certified workmen like Mill Wright fitters, welders, gas cutters, crane operators, drivers, riggers, sarangs, masons, carpenters, electricians, instrument technicians etc., in addition to other skilled, semi-skilled and unskilled workmen required for all the works. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to ask for removal of any employee workman of the contractor at any time, if they find him unsuitable for any reason and the contractor shall remove him immediately without discussions on the reasons.
- 37.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL or BHEL's client/ other agency.

- 37.3 The contractor shall deploy the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- 37.4 The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel/ contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 37.5 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings/ documents/ instructions given by BHEL Engineer from time to time.
- 37.6 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL and also during the period of commissioning and testing of unit. The contractor's finally accepted rates/ prices shall include all these contingencies.
- 37.7 During the course of erection,
- if the progress is found unsatisfactory.
 - if the target dates fixed from time to time for every mile stones are to be advanced/ not being met.
 - if it is found that the skilled workmen like fitters, operators, technicians etc. deployed are not sufficient.

BHEL after giving reasonable opportunity to the contractor will induct on the work the required workmen in addition to the contractor's workmen to improve the progress. The expenses so incurred shall be recovered from the contractor's bills with applicable overheads.

- 37.8 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision is final) from any money due to the contractor.
- 37.9 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. Separate certified persons shall be identified at site for quality control and safety by the contractor.

38.0 WELDING, HEAT TREATMENT, RADIOGRAPHY and NDT:

- 38.1 Welding of pressure parts/ equipment/ piping/ high tensile structural steel shall be done by certified high pressure welders who possesses valid certificate of CIB of the state in which the equipment is erected as per provision of IBR. The HP welder who possesses necessary certificate shall appear well in advance before the expiry of the validity of his certificate for re-qualification test as per relevant provision of IBR and keep the certificate valid till the completion of work. The services of such welders, the validity of whose certificates have expired, shall have to be terminated forthwith.
- 38.2 All welders including tack welder, structural and high pressure welder shall be tested as per ASME section IX and approved by BHEL Engineer before they are actually engaged on work though they may possess the IBR certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The records of qualification and performance of each HP welder shall be maintained by the contractor in Performa given by BHEL Engineer. All the welders qualified for the work will be issued an identity card by the contractor with the approval of BHEL Engineer and welder will keep the same with him at work place. The record of joints, consumables & equipments along with welders' identity shall be maintained by the vendor as per BHEL Engineer's instructions.
- 38.3 Engineer may stop any welder from the work if his performance is unsatisfactory for any technical reason or if there is a high percentage of rejection of joints welded by a particular welder which, in the opinion of the Engineer will adversely affect the quality of the welding though the welder has earlier passed the tests prescribed by Engineer. The welder's having passed qualification tests do not absolve the contractor of contractual obligation to continuously check the welder's performance.
- 38.4 **Only BHEL site/ Customer site approved electrodes and filler wire will be arranged and used by the contractor, within the finally quoted price. BHEL reserves the right to test any approved electrode being used by the contractor. Testing charges for the same shall be borne by the contractor.**

39.0 PROGRESS REPORTING

- 39.1 Contractor is required to draw mutually agreed monthly erection program in consultation with BHEL Engineer well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
- 39.2 Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. Contractor for discussions shall also present the programme for subsequent week. The contractor shall constantly update/ revise his work programme to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
- 39.3 The daily manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.

40.0 INCOME TAX, SALES TAX, VAT ETC.

- 40.1 **TDS under Income Tax, Sales Tax, VAT etc, if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority/ Authorities is furnished.**

- 40.2 **Price quoted shall be inclusive of all taxes except service tax.** The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project. 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.**

- 40.3 In VAT applicable States, "Tax Invoice" if required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act.
- 40.4 Contractor shall get his organization registered with concerned Sales Tax/ VAT authorities within 15 days of award of this contract, if applicable. 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.
- 40.5 Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/ VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.

41.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended period, if any.

42.0 RATE SCHEDULE

- 42.1 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.
- 42.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation/ clarification etc. are liable to be rejected. No cutting/ erasing/ over writing shall be done.

43.0 INSTRUCTIONS TO TENDERER

- 43.1 Offers received without data/ information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. All these data/ information should be duly supported by documentary evidences (Refer note below clause-11)
- 43.2 No deviations to the tender conditions will normally be accepted.
- 43.3 The tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, **safety norms being followed/ to be followed during working**, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim whatsoever will be entertained by BHEL on any such account and the contractor's rates shall be deemed to have taken this into account.
- 43.4 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorised responsible officer who should hold a valid power of attorney for the purpose of the contract. Any order or instruction of the Engineer or his duly authorised 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.

44.0 INSURANCE

All equipment will be insured by M/s BHEL up to the time of completion of their erection, testing and commissioning within the comprehensive MCE policy. The MCE policy so taken shall have provisions for deductible franchise of 5%/ as per insurance policy of the claim amount with following minimum values:
Minimum Rs 100000/- during normal period and Rs 400000/- during testing period.

Subject to provisions of GCC clause No. 29.0, the deductible franchise shall be borne by contractor.

In addition to provisions of GCC clause No. 29.0, the Contractor shall take insurance policies for all the workmen employed by him against accidents and injuries as per the statutory requirements, Employees group personal insurance, Employers liability insurance.



**SPECIAL CONDITIONS OF CONTRACT
(PART-B)**

SECTION-III (PART-B)

SPECIAL CONDITIONS OF CONTRACT

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Clause	Description
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46.	Time period for the work
47.	Facilities to be provided by BHEL
48.	Work facilities/ inputs to be provided by contractor within quoted/ accepted rates
49.	Safety of workmen during execution & compensation thereof
50.	Price schedule (Vol-III), rate quoted & payment terms
51.	Other conditions for the work

**SECTION-III
(PART-B)**

SPECIAL CONDITIONS OF CONTRACT

45.0 SCOPE OF WORK

A. SCOPE IN GENERAL:

TO PROVIDE COMPLETE DESIGN, DEVELOPMENT OF SCHEME, SUPPLY OF STEEL & STRUCTURAL MATERIALS, FABRICATION & ERECTION OF ALL TEMPORARY STRUCTURES ALONG WITH WORKS & SERVICES WITH ALL LIFTING & OTHER ACCESSORY EQUIPMENT AS APPLICABLE (HYDRAULIC/ TELESCOPIC LIFTING SYSTEM, STRAND JACKS, POWERPACKS WITH CENTRALISED CONTROL SYSTEM, MODULAR STRUCTURAL TOWERS, LIFTING BEAMS, LOW & HIGH CAPACITY WIRE ROPE SLINGS, STEEL PLATES/ ROLLED SECTIONS FOR ON-SITE FABRICATION ETC. AS MAY BE NECESSARY), ALL TOOLS & PLANT (WELDING MACHINE, CUTTING SETS, SLINGS, D SHACKLES, WIRE ROPES ETC. EXCEPT CRANES FOR SITE HANDLING/ ERECTION/ DISMANTLING ETC.) AND CONSUMABLES (ELECTRODES, GASES, FUELS & OTHER HYDRAULIC JACK OILS, SHIMS, ETC.) & TECHNICAL, SUPERVISORY, SKILLED MANPOWER FOR UNLOADING OF 2 NOS 490 MW AND ONE 500 MW GENERATOR STATORS (WEIGHING ABOUT 275 MT EACH) BY HYDRAULIC/ TELESCOPIC JACK LIFTING SYSTEM FROM THE CARRIER (STATOR MFD. BY & TRANSPORTED FROM BHEL HARDWAR IN A SPECIAL CARRIER) TO FACILITATE TIMELY RELEASE OF CARRIER, ONWARD LIFTING AND ABOVE GROUND HANDLING WHICH INCLUDES SHIFTING THE STATOR THROUGH COLUMNS AND FINALLY LOWERING AND PLACEMENT/ INSTALLATION OF THE STATOR ON TG DECK FOUNDATION AT AROUND 17.00 M LEVEL INSIDE POWER HOUSE TG AREA AT BHEL DADRI AND FARAKKA SITES (NTPC).

ALL CIVIL WORKS RCC/ PCC/ BRICK WORKS ETC. ALONG WITH MATERIALS THEREOF (LIKE CEMENT, STEEL, BRICKS, SAND AND GRAVELS ETC.) AS MAY BE REQUIRED FOR INSTALLATION OF THE LIFTING EQUIPMENT/ MODULAR STRUCTURAL TOWERS/ SUPPORTING OF TEMPORARY STRUCTURES ETC. INCLUDING EXCAVATION OF FOUNDATION PITS, CASTING OF FOUNDATION SHALL BE CARRIED OUT BY CUSTOMER. **HOWEVER SUPPLY OF ANCHOR BOLTS & PLATES ETC, ALIGNMENT, LEVELING AND GROUTING BY ANY GROUTING MATERIALS SPECIFIED/ AGREED BY NTPC/ BHEL DURING EXECUTION SHALL BE CARRIED OUT BY THE CONTRACTOR. DETAILED DRAWINGS INDICATING SPECIFICATION, LOCATION, SIZES OF ANCHOR/ QP FOR THIS SHALL BE PROVIDED BY THE CONTRACTOR, ALONG WITH TECHNICAL BID SUITING FOR THEIR LIFTING ARRANGEMENT IN ACCORDANCE TO AVAILABLE FOUNDATIONS OF THE PROJECTS.**

THE ABOVE WORK IS TO BE CARRIED OUT SUCCESSFULLY AT THE UNITS UNDERGOING ERECTION AT 2X490 MW NTPC DADRI (UP) AND 1 X 500 MW FARAKKA (WB) BHEL SITES.

SELECTION OF VENDOR IS SUBJECT TO APPROVAL OF CUSTOMER.

FOLLOWING REMARKS OF CUSTOMER MAY KINDLY BE NOTED BY BIDDERS FOR COMPLIANCE:

- ANCHOR BOLT SPACING AND LOCATION SHALL BE AS PER DRAWING HL34/ A/007.
- ANCHOR BOLT ASSEMBLY FOR TOWERLEG PEDESTALS SHALL BE SUPPLIED BY BHEL CONTRACTOR .IT SHALL BE INSTALLED AT SITE AND IT'S ALIGNMENT, POSITION & ORIENTATION SHALL BE CHECKED BY CONTRACTOR/ BHEL BEFORE CONCRETING OF PEDESTALS.
- FOR FIXING STATOR HANDLING TOWER TO REST ON TG DECK, PROVIDING LARGE SIZE OF POCKETS DEEP IN TG DECK WILL INTERFERE WITH REINFORCEMENT AND HENCE BHEL HAS BEEN REQUESTED TO RETAIN THE ARRANGEMENT OF PROVIDING POCKETS AS INDICATED IN DETAIL – E OF DRAWING 6130-322-POC-C-108 SH1/2 FOR NCTPP-II

SIMILAR RELEVANT COMMENTS/ DRAWINGS SHALL BE APPLICABLE FOR FARAKKA PROJECT ALSO.

B. SCOPE OF WORK

All efforts are to be made for timely release of carrier by the contractor.

1. DESPATCH BY ROAD:

The Stator will be transported by road and received at site in a special type low bed high payload hydraulic carrier. The Stator will be duly supported and lashed to ensure safe and secured transportation. Contractor for subject work is to unload stator from the carrier at a predetermined location. In case Stator is required to be unloaded at another nearby place, Contractor has to ensure adequate compactness of ground where Stator is to be unloaded. Then Stator is to be shifted to the predetermined location.

2. DESPATCH BY RAIL:

The Stator comes hanging over a Carrier Beam, which passes through the inside void portion of Stator and remains supported from the temporary end-shield bearings of Stator at both ends, while the Beam ends are mounted on the top of the two end segments of the Special Carrier Wagon and the whole Unit is pulled by a Railway engine. The beam is secured on both ends over the removable Wagon Segments with Bolts & Nuts.

The Stator shall be placed by BHEL/ NTPC along side the 'A' row and parallel to the foundation axis across the column of 'A' row corresponding to the TG Deck location (For Unit 1) for onward handling to take it inside Powerhouse. For subsequent Unit, it will be placed at the column location corresponding to the TG Deck location of that Unit.

3. STEPS FOR UNLOADING OF STATOR

FOR ROAD DESPATCH

Stator is to be rested on stools placed over foundations using appropriate means and trailer is to be released. Contractor to furnish details along with technical bid.

FOR RAIL DESPATCH:

- a. Stator is to be lifted by appropriate Slings tied to the 4(Four) Nos. Trunnions available on the sides of the Stator Body Shell, slowly by about 500 mm to release the load from the temporary End-shield bearings so that the Carrier beam becomes free and rests only at the ends on the top of Wagon Segments. During this time, the total Load of Stator and Carrier beam i.e. $275 + 90 = 365$ T is to be handled by the Lifting arrangement, and the Slings are to be of that order.
- b. One Fabricated movable Trolley structurally suitable to bear the self load of about 100T of the Carrier Beam with a Hydraulic Telescopic Jack of at least 150 T Capacity (Since the Weight of Carrier Beam is approximately 90 MT) is to be placed between Stator and Powered End of the Wagon. This temporary support is required to take the load of Carrier Beam when it comes out of Stator, so that free end of the beam does not strike and damage the Stator Core. The Jack is progressively raised to take the load of Carrier beam. This temporary trolley moves on the existing Rail Track (Rail Track width 1676 mm) along with the Carrier beam.
- c. The trailing end of the Carrier Beam is made free from the Wagon and the Carrier Beam is now pulled out of the Stator with the help of the Powered end Wagon very slowly. Carrier beam along with temporary trolley and Powered end of the Wagon slowly moves away from the stator and the carrier beam comes out of stator. This operation is to continue till the beam comes out fully from inside the stator.

Stator is to be rested on a Temporary Stools (placed over 4 foundations constructed for this purpose) for about 24 hours with a minimum ground clearance of 500 mm at the stator bottom, to facilitate blue matching of the bottom terminal box for final placement. During this time, loading is to be given only on the special insert plates to be provided by contractor on ground alongside of the Rail/ Road Track for Stator Movement. Suitable Temporary Stools with adequate strength & Capacity to bear the load (weight) of Generator Stator are to be fabricated and placed on the insert plates.

Contractor has to make all arrangement for lifting, shifting and placement of stator from service bay to TG deck, which will be at a level of about **17.00 M**. The bottom of gantry of EOT crane will be at a level of about **27.45 M**. (Bidders to refer to attached drawings for complete/exact details). For Farakka, similar reference dimensions shall be provided.

Keeping in mind the distance between A row columns, Stator is to be suitably rotated/ oriented in suitable direction during lifting, transportation, placement on TG deck.

Stator is to be lifted to appropriate height on arrangements made by contractor and is to be moved on TG Deck, Stator is to be kept around on temporary stool with

adequate ground clearance (Minimum 500 mm) so that blue matching of mating surfaces can be carried out by TG erection contractor (another agency).

After satisfactory blue matching by other agency, Stator is to be placed on its final location.

Contractor has to make all arrangements for above work including, design/ supply of suitable structure and associated works, approval of structural work by NTPC and its consultant, all grouting and alignment works, fabrication work and any other type of works required for safe and successful placement of Stator on its foundation. Anchor/ foundation bolts, nuts etc have to be supplied by contractor handling the lifting arrangements.

It may be noted by the contractor that during entire process of lifting, shifting and placement of stator on Generator foundation on TG deck, all loads are to be transmitted to ground level only without any load on, other than that of stator on TG deck, on auxiliary floors and its columns. All civil and structural works required accommodating resting/ positioning of structural columns are to be done as necessary to facilitate lifting and placement of stator at its desired location.

C. REFERENCE DRAWINGS:

Following soft copies Drawings **ARE ENCLOSED** for the bidders to supplement the information given in this tender document. The Bidder is required to study the drawings and propose a complete scheme/ location of anchor bolts for Lifting & Placement of the Generator Stator (duly accepted as per P-Q criteria) with the Technical Bid for evaluation/ acceptance of BHEL. These drawings are for the reference purpose only. These drawings or any part thereof are not to be used in any way or referred for any other purpose than the work of this tender.

- I. NTPC DRG. NO 6130-322-POC-C-0108-SH, 2 SHEETS DETAILS OF 500 MW TG DECK FOUNDATION
- II. NTPC DRG NO 6130-322-PEC-C-0484-00 GA & RCC DETAILS FOR STATOR LIFTING TOWER & JACKING PAD FOUNDATIONS
- III. NTPC DRG. NO. 6130-101-PVM-B -001 REV 2 GA DRAWING FOR 105/15T EOT CRANE
- IV. GENERATOR DRAWING OF HARDWAR NO 6130-108-03HW-PVM-B-115PDF
- V. DRAWING H;34/A/OO7 ANCHOR BOLTS SPACING AND LOCATION.
- VI. NTPC DRG. NO. 4130-322-POC-C-0484 GA & RC DET OF FDN FOR STATOR HANDLING PADS & PORTAL FOR FARAKKA

D. HANDLING/ SHIFTING OF STATOR FOR TAKING INSIDE POWER HOUSE TO FINAL LOCATION:

- a. The Generator Stator shall be received from special carrier (ROAD/ RAIL) of BHEL Hardwar and is to be unloaded from the carrier at a predetermined location near A ROW and to be rested on a Temporary Stool with adequate ground clearance (minimum 500 mm) before shifting to its foundation on TG floor at the indicated elevation.

- b. The Generator Stator is to be lifted from the carrier and handled onward by means of the Lugs provided specifically for the purpose of Lifting/ Handling on its body.
- c. It may be noted by the contractor that during the entire process of Lifting/ Shifting and Placement of the Stator over Generator Foundation Deck, all ground Loads are to be transmitted preferably over ground level ONLY without any load, other than that of Stator, on TG-deck or on auxiliary floors & its columns. Thus no Load is permitted over the TG deck, auxiliary floors. All Civil Works to accommodate resting/ positioning of Structural columns are to be done as necessary to facilitate lifting and placement of stator at its desired location subject to approval of BHEL/ Customer (Owner of the Power house).

E. TECHNO-COMMERCIAL TERMS/ CONDITIONS TO QUOTE FOR THE WORK

1. The work shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall cooperate with personnel of BHEL, BHEL's Customer, Customer's Consultants and other contractors, coordinating his works with others and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.
2. The Contractor is to execute the work in most substantial and workmanlike manner. All materials and equipment shall be handled with care and diligence.
3. Based on the data provided in the Drawings indicated and visit to site, Contractor shall furnish a detailed Method Statement along with scheme & drawings for the work in their Technical Bid with advance planning and design activities required for the work, taking into account all resources required.
4. Following award of work, Contractor has to submit a detailed Plan for the job for the Unit, Contractor has to mobilize his Equipment & Personnel to site within a period of 4 (Four weeks) weeks from the Date of Mobilization Clearance Letter from BHEL Site.
5. All Equipment/ T&P/ Temporary Supporting Structures/ Slings & Consumables etc. as may be required for the job shall be timely mobilized and Installed/ Erected/ Aligned/ Welded by Contractor at Site, as required to accomplish the tendered work without any liability on BHEL and later dismantled/ demobilized from Site within a period of maximum 2 (Two) weeks after completion of the work, within the quoted Price.

For Heavy Duty Slings including that of for handling of Stator, appropriate Test Certificate from Statutory Agencies declaring the sling to be fit for handling the desired load is to be produced by the Bidder prior to use of the same at Site.

6. The Lifting/ Shifting System to be installed is required to be Load tested at 25% overload than the Load it is intended to carry at Site (i.e. 1.25 Times of 275 T), added with the load of slings and other lifting tackles used by Contractor and a

certificate to this effect has to be submitted by vendor to BHEL engineer before commencement of work.

Besides the above, Contractor is also required to furnish a confirmatory certification from any of the Design Consultants as mentioned below, regarding the adequacy of Structural Design and Safety provisions of the Temporary Structures that are proposed for use by Contractor, to Handle a load of at least 275 T as detailed above. This confirmation should be included in the Technical Bid during submission of Tender.

This Certification regarding Design adequacy may be obtained from any of the following Engg. Consultants namely, or any National/ International Organization of repute duly accredited by Statutory Body/ Authorities to this effect.

i) BHEL, ii) M/S DCPL iii) M/S FISTENER iv) M/S DESEIN v) M/S TCE vi) M/S EIL
vii) M/S MECON viii) M/S M N Dastur & Co. ix) M/S Lloyd's.

7. Necessary Insurance Coverage for contractor's Staff, Workmen, materials and Equipment is to be obtained by the Contractor (successful bidder of this tender), within quoted/ accepted rates.

In addition to insurance under Workman Compensation Act and other insurance as specified above, Employers liability and also group personal insurance for employees are also to be taken by contractor (successful bidder of this tender), within quoted/accepted rates.

These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the Policy to BHEL Site in-charge before commencement of work. However, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc. at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope.

Insurance coverage for BHEL/ customer owned items is not in the scope of contractor (successful bidder of this tender). Insurance covers as taken by BHEL are stipulated under relevant clauses of Vol.-I of this specification (G.C.C).

8. Contractor is required to assume full responsibility of the safety of the crew/ staff and to comply with the security/ safety conditions of BHEL and Client/ statutory regulations as applicable at site. BHEL shall not be responsible for any accident/ injury to the Contractor's Crew/ Staff at Site.
9. During handling of the Equipment, utmost care is to be taken by the Contractor with all safety precautions taken to prevent any mishap/ accident to happen and to protect the equipment altogether from any possible damages. However, in case of any plausible eventual damage caused to the Generator or any other Power Plant Equipment during the process of Unloading/Lifting/Shifting and Placement, a case is to be lodged to Insurance Co. immediately after occurrence for which all relevant details sought by the Insurance Co. are to be furnished by the Contractor. Under such circumstances, payment due to Contractor may be kept withheld for some time

till settlement of the Insurance Case. Moreover, certain deductions may also be effected based on the attribution of responsibility for damages as assigned by the Insurance Co.

10. Contractor is also required to arrange all required safety precautions/ protective equipment for his working personnel.
11. Contractor is to furnish the necessary Test Certificates for all relevant Lifting Equipment e.g. Strand wires, Lifting Tackles etc.
12. In case of poor or non-performance of the Contractor in the job, BHEL reserves the right to take away the job in part or full and get it done by other agency at the risk and cost of the Contractor as may be deemed fit.

46.0 TIME PERIOD FOR THE WORK:

The Contractor is required to Plan the work in such a manner so that following the issue of mobilization clearance letter from Site with a Notice period of 4 (four) Weeks, the entire job for execution for unloading from carrier, Shifting to Powerhouse, Lowering over Foundation and Final Placement shall be completed within a total subsequent Period of 4 (four) Weeks from the Date Of Commencement of Work at Site. Date of Commencement of Work at Site shall be certified by BHEL site-engineer. Dates for 2 units of Dadri and one unit of Farakka shall be different based on actual site conditions.

Contractor may have to mobilize manpower and T&P for unloading of generator in case same are received at site before commencement of erection of lifting tower.

Contractor may also make early mobilization to ensure timely readiness. Irrespective of provisions of time schedules indicated elsewhere, following time schedule should be strictly adhered as civil work is in advance stage of completion:

1. Within 7 days of issue of LOI by BHEL, contractor is required to submit procedure for carrying out subject work and to the satisfaction of BHEL site and NTPC (BHEL Customer).
2. Within 10 days of issue of LOI contractor will submit complete Engg. and required civil inputs to NTPC through BHEL and will interact with NTPC for its immediate approval.
3. Within four weeks time from issue of LOI/ dates specified by BHEL for individual projects/units, contractor will mobilize its site activities and will ensure to get its portion of work completed in association with NTPC/ BHEL.
4. Contractor is required to be in touch with BHEL for getting information for movement of Stay or from HARDWAR and on route position.
5. Contractor has to complete entire work within 4 weeks from the date of entry of Stator inside plant.

Normally intimation shall be given based on the movement commencement of Stator from BHEL Hardwar Unit, which shall be approximately 4/6 weeks before its receipt at Site.

Unit wise Tentative Schedule for Receipt of Stator at site, as above shall be as following:

For Dadri unit 1: MAY 2008 to JULY 2008

For Dadri unit 2: SEPTEMBER 2008 to DECEMBER 2008

For Farraka unit: APRIL to JUNE 2009

These dates are given for guidance purpose only and likely to vary. The contractor has to execute the work as per site requirements

47.0 FACILITIES TO BE PROVIDED BY BHEL:

1. BHEL site is having cranes (200MT/ 100MT/ 20MT Capacity for Dadri and 200MT/ 75MT/ 20MT for Farakka site), which are issued to agencies already working at site. The consumables and operators for above cranes are being provided by those agencies, subject their availability. In case contractor requires any of the above cranes for erection as well as handling their T&P/ Structures/ components, BHEL will arrange to get those cranes, free of hire charges and on sharing basis, from contractors already using these cranes. However contractor for this work has to settle and pay diesel and crane operators charges with those agencies. EOT if available shall also be provided on sharing basis on similar terms.
2. BHEL may get slings for lifting of stator, which if available, can be utilized free of charge by Contractor for subject work only for handling stator.
3. BHEL will provide open space for making office and for pre-assembly yard. All arrangements are to be made by contractor at his own cost.
4. Contractor's personnel shall comply with the plant security regulations that may be in force at the workplaces in the matter of entry, exit, movement & working inside the plant premises. Contractor shall also ensure that all employees and persons engaged/ authorized by him for the work behave properly with BHEL and their client's officer/ staff on duty. In the event of any reported misbehavior of any Contractor's personnel with any BHEL Staff/ Officer etc. Contractor shall immediately withdraw such employee/person from work.
5. Construction Power (3 Phase, 440 V) & Construction Water shall be provided for the work at One Single Point by BHEL on free of cost basis. However, further distribution network for Power & Water by Cables/ Piping shall be arranged by the Contractor at their own cost.
6. Contractor has to arrange entry gate pass for his crew/ staff at Site. Necessary support in this regard, limited to forwarding of documents etc. shall be extended by BHEL.
7. Workmen for Rigging during Unloading & Lifting/ Shifting of Stator shall be provided by BHEL.

8. All Civil Works RCC/ PCC/ Brickworks etc. along with materials thereof (like cement, steel, bricks, sand, gravels etc.) as may be required for Installation of the Lifting Equipment/ modular Structural Towers/ supporting of temporary structures etc. including Casting of Foundations, shall be carried out by NTPC/ BHEL at Site (on free of cost basis to the contractor). Drawings/ QP for this shall be provided by the Contractor. However Alignment, Leveling, Grouting, supply of anchor bolts shall be carried out by the contractor. The grouting by materials approved by NTPC/ BHEL and filling of material in the foundation 50 mm or more for the lifting arrangements, as specified in the foundation drawings what so ever mentioned under the scope of BHEL/ required for the work under this specification shall be in the scope of contractor within the awarded price.

48.0 WORK FACILITIES/ INPUTS TO BE PROVIDED BY CONTRACTOR WITHIN QUOTED/ ACCEPTED RATES:

1. Based on the Load Criteria and the Job Methodology, Contractor has to Design the Entire System of Lifting with details of all Equipment, All Temporary Structures including Access Platforms, Temporary Wheeled Trolley for Unloading, Power pack, jacks Supporting Structures etc. with supply of Steel etc. and Installation of the same at Site. This has to be discussed with BHEL engineer and approval obtained before commencement of work.
2. All Fuels, Consumables that are required for operation of all Equipment & Tools & Plant brought by the Contractor are to be arranged by the Contractor at site as a part of his scope.
3. All Transportation works for Contractor's Men & Equipment/ Structure etc. within or beyond the Job Site are to be organized by the Contractor at his own cost.
4. MS or any other Plates and Structural Items as may be required for execution of this Job shall have to be arranged by the Contractor.
5. All kinds of Manpower required for the entire works i.e. Technical Supervision, Technicians and Workmen for Handling/ Assembly/ Fabrication/ Erection/ Installation/ Operation/ Dismantling etc. of their Equipment and Supporting Structures are to be provided by the Contractor at Site.
6. Wooden/ Concrete Sleepers as may be required for execution of this job shall have to be arranged by the Contractor.
7. All Operation of the Lifting Jack and allied Systems are to be manned by Contractor's own Operating Personnel.
8. Local Accommodation & transport for Contractor's Engineer/ Crew/ Staff personnel during the Works shall have to be arranged by Contractor themselves at their cost. The Contractor shall be responsible for providing all necessary facilities like residential accommodation, sanitation, transport, electricity, water, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him. NTPC/ BHEL shall not provide area for labour colony at Dadri site however the

contractor may utilize free land for labour colony at Farakka site all other facilities are in the scope of contractor for their labourers.

9. All Slings including the ones for Generator stator Lifting are to be provided by Contractor for the Job with appropriate Test Certificate etc.
10. Hydraulic Jacks as required for facilitating the job shall have to be arranged by the contractor as a part of their scope.
11. Power Supply Cables with Lugs/ Glands etc. for distribution of Construction Power, adequate illumination and Construction Water distribution piping including Laying of the same at Site as per requirement of this job shall be arranged by the Contractor.
12. All accesses platforms and carriageways for Supporting & Operation of the Equipment brought by the Contractor including approach platform & ladders are to be made by the contractor at their own cost.
13. Though Power is given free by BHEL, the Contractor has to arrange a standby DG or other alternate power source at their cost on a mandatory basis for Power pack and other control systems during lifting, to prevent any interruption in lifting owing to power failure etc. BHEL cannot be held responsible for discontinuous availability of the power, if any, and no disruption in lifting should be caused by power failures.
14. As already stated, a Wheeled Support Trolley adequately designed and fabricated by Contractor is to be provided for resting of the Wagon Carrier beam at one end of Stator to prevent touching of the same with stator core and consequent damages in case of dispatch by rail.
15. Alignment, Leveling, Grouting, supply of anchor bolts shall be carried out by the contractor.

49.0 SAFETY OF WORKMEN DURING EXECUTION & COMPENSATION THEREOF:

1. The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractors or agencies. Cost of damage, if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
2. In case of a fatal or disabling injury/ accident to any person at construction sites due to lapses by the contractor, the contractor as per statutory requirements shall compensate the victim and/ or his/ her dependents. However, if considered necessary, BHEL/ NTPC 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.

3. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
4. 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 payments due to the contractor after notifying the contractor suitably and giving him opportunity to present his case.
5. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take 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.
6. The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as Safety Officer to supervise safety aspects of the equipments and workmen, who will co- ordinate with the BHEL/ Employer Safety Officer. In case of work being carried out through sub-Contractors, the Sub-Contractor's workmen/ employees will also be considered as the Contractor's employees/ workmen for the above purpose. The name and address of such Safety Officer of Contractor will be promptly informed in writing to BHEL with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
7. In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the BHEL/ Employer in prescribed form and also to all the authorities envisaged under the applicable laws.
8. The BHEL/ Customer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/ or property, and/ or equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the BHEL/ Employer within 3 days of such stoppage of work and decision of the BHEL/ Customer in this respect shall be conclusive and binding on the Contractor.
9. The Contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.
10. The Contractor shall follow and comply with all Safety Rules of the Employer, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and Safety Rules of the Employer referred above, the later

shall be binding on the Contractor unless the statutory provisions are more stringent.

11. If the Contractor fails in providing safe working environment as per the Employer's Safety Rules or continues the work even after being instructed to stop work by the Employer Manager as provided above, the Contractor shall promptly pay to the Employer, on demand by the Employer, compensation at the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Employer. However, in case of accident taking place causing injury, to any individual, the provisions contained in paragraph below shall also apply in addition to compensation mentioned in this paragraph.
12. If the Contractor does not take all safety precautions and/ or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors, or the Employer's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to BHEL as per the following schedule:-
 - (a) Fatal injury or accident -- Rs. 1,00,000/- per person causing death
 - (b) Major injuries or accident -- Rs.20,000/- per person for causing 25% or more injury to any permanent disablement to person workmen or employees

(Above a & b is applicable causing for death/ injury to any person whosoever)

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time.

In case the Employer is made to pay such Compensation then the Contractor is liable to reimburse the Employer such amount in addition to the compensation indicated above.

50.0 PRICE SCHEDULE (VOL-III), RATE QUOTED & PAYMENT TERMS:

1. Bidder shall quote a **LUMPSUM PRICES** as stated in the Price Schedule for the job, covering all aspects as stated in this specification. The price shall be inclusive of all Taxes/ Duties as applicable, but exclusive of Service Tax (including educational cess on service tax), which shall be paid by BHEL at actual as per the prevailing rates based on production of documents.
2. Vide section 194-C of Income Tax Act, deduction of tax at source shall be made from Contractor's Running Account Bills Payment. New taxes/ Duties levied by any statutory authority for payment by Contractor for execution of tendered scope of works, further to the latest date of offer submission, shall be additionally reimbursed by BHEL Site on production of relevant documents.

3. **PAYMENT TERMS:** Of the total awarded LUMPSUM basis Rate for Lifting of Generator Stator Contractor shall be eligible to bill as under:
- 90% of rate on satisfactory and successful completion of the job in Unit, as certified by BHEL Engineer.
 - 5% shall be payable on completion and complete dismantling/ demobilization of all Equipment & Structures, submission of all relevant documents/ formats returning of BHEL equipment and clearing of Site by Contractor, as certified by BHEL Engineer.
 - Balance 5% shall be payable after 3 months on contractor discharging his responsibilities as stipulated in the contract and on passing the final bill. The certificate of BHEL engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.

BHEL site at its discretion may further split up the above percentages of breakup and effect payment to suit the site condition, cash flow requirement, according to the progress of work.

51.0 OTHER CONDITIONS FOR THE WORK:

1. LIQUIDATED DAMAGES:

For Dadri site:

In case of delay in work completion/ mobilization etc. that are established to be attributable to the Contractor, BHEL reserves the right to levy penalty at the rate of 0.5 (half) % of the delayed work value (i.e. 1/2 of total contract price for delay in respective 490 MW unit) beyond the scheduled date, per week or part thereof for the period beyond the schedule date of completion/ deployment, with a maximum ceiling of 10% of total Contract value as Liquidated Damages.

For Farakka site:

In case of delay in work completion/ mobilization etc. that are established to be attributable to the Contractor, BHEL reserves the right to levy penalty at the rate of 0.5 (half) % of the delayed work value (i.e. total contract price for delay in respective 500 MW unit) beyond the scheduled date, per week or part thereof for the period beyond the schedule date of completion/ deployment, with a maximum ceiling of 10% of total Contract value as Liquidated Damages.

However, this delay shall be exclusive of the delay, if any, incurred by BHEL in arranging Inputs or Front Clearances for the works.

For LD calculation/ ceiling purpose, service tax shall not be taken into consideration.

2. **FORCE MAJEURE CONDITIONS:** Natural calamities & disruptions like flood, earthquake and conditions like heavy rains, flood, war, strikes, riots, road breaches etc. shall be treated as Force Majeure and any delay in works due to above reasons shall be considered by BHEL on representation with appropriate documentary evidences.
3. **VALIDITY OF RATES:** Rates quoted by bidders shall remain valid for a period of 6(Six) months from the latest date of offer submission.

4. No Mobilization Advance is envisaged for this Contract.
5. No Overrun charges, Rate revision or Price Variation (ORC, PVC or rate revision etc.) is admissible in this Contract.
6. No idle charge of Manpower & equipment is permissible in this work Contract. No performance Bond is required to be submitted for this tender.

7. Taxes & Duties:

All taxes (except Service tax & Cess thereof), Works contract tax under State tax act/ VAT act (as applicable), charges, royalties, duties, octroi etc. and other taxes for materials obtained for the work and for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by the contractor. Quoted price of the bidder shall be inclusive of all levies, taxes and duties other than service tax.

Service tax and Educational Cess on service tax (as applicable), shall be paid extra on submission of documentary evidences to the satisfaction of BHEL. Contractor should avail abatement (wherever applicable) for Services contract (E&C and Civil part) only as per prevailing service tax rules. BHEL will reimburse Service Tax after availing abatement, wherever applicable. As such, bidder's quoted rate shall be exclusive of service tax. Any changes in service tax rules (by Government) shall be complied with.

For reimbursement of service tax following documents is to be submitted:

- a. Original invoice indicating service tax separately.
- b. Copy of service tax paid challan duly certified by bidders authorised signatory stating that the amount paid in the said challan includes above service tax of BHEL.
- c. Registration with concerned authorities and inclusion of this project in the documents.

8. DEWATERING:

Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchment water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.

9. CONSUMABLES:

All consumables, like gas, electrodes, chemicals, lubricants etc. required for the job, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract. All consumables to be used for the job shall have to be

approved by BHEL prior to use. In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.

10. DEVIATIONS:

The bidder is required to submit with his technical bid in the relevant schedule/ format, a list of any and all deviation taken by him without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration/ offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid. Offers with deviations are liable for rejection.

11. SAFETY:

The contractor shall ensure the safety of all workers, materials, and equipment either belonging to him or to others working at site. One experienced & qualified SAFETY OFFICER will have to be identified & deployed at site. He shall observe safety rules and codes applied by the owner/ BHEL at site without exception.

Non-conformity of safety rules and safety appliances will be viewed seriously and BHEL has right to impose fines on the contractor on each incident/ each non-conformity as per details given below in addition to amounts indicated elsewhere in this specifications: -

S.N.	SAFETY POINTS	FINE (RS.)
1	NOT WEARING SAFETY HELMET/ SHOE	50/- per workmen
2	NOT WEARING SAFETY BELT	50/- -do-----
3	GRINDING WITHOUT GOGGLES	25/- -do-----
4	NOT USING 24 V SUPPLY FOR INTERNAL WORK	500/- per incident
5	ELECTRICAL PLUGS NOT USED FOR HAND MACHINES	100/- per incident
6	WELDING CABLES, ELECTRICAL WIRES USING WITH LOT OF JOINTS AND NOT INSULATED AS PER STANDARD	50/- PER JOINTS
7	NOT REMOVING SCRAP MATERIALS/ NOT ADHERING TO PROPER HOUSE KEEPING	Actual cost of WORK+30%
8	GAS CUTTING WITHOUT TAKING PROPER PRECAUTION/ NOT USING SHEET BELOW GAS CUTTING PLACE	100/- PER INCEDENT
9	ELECTRICAL WINCHES - HAVING NO GUARDS EARTHED PROPERLY ETC	500/- PER INCEDENT
10	IMPROPER EARTHING OF ELECTRICAL T&P	200/- PER EQUIPMENT
11	NOT PROTECTING/ LOCATING THE GAS CYLINDER TO AVOID CATCHING OF FIRE	100/- PER CYL.
12	NOT PROVIDING EARTH LEAKAGE CIRCUIT BREAKER AS PER DIRECTION OF BHEL.	1000/- PER POINT

Any other nonconformity noticed not listed above will also be fined. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected on the above will be utilized for giving award to the employee who could avoid accidents by following safety rules. Also, the amount will be spent for improving the safety at site.

12. TEST CERTIFICATE FOR T&Ps:

All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid/ latest test certificates for their suitability, and the documents shall be preserved at site.

13. CERTIFICATE TOWARDS COMPLETION:

The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL/ CLIENT. The decision of BHEL in this regard shall be final and binding on the contractor.

14. GUARANTEE:

Even though the work will be carried out under supervision of BHEL, the contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.

The contractor shall guarantee the work executed under the scope of the contract for a period of 6 (Six) months from the date of start of guarantee period as certified by the Engineer and shall rectify free of cost all defects due to faulty supply or work done. In case the contractor fails to repair/ replace the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs/ replace such defective works at contractor's risk and cost without prejudice to any other rights and recover the same from contractor's security deposit/ other dues.

15. MOBILISATION ADVANCE

Mobilization advance is not admissible.

16. SITE VISIT:

Intending Bidders are advised to visit BHEL Site, to assess the job content and acquaint himself with Site Conditions etc. before quoting against the enquiry. A CERTIFICATE FROM BHEL SITE IS TO BE ATTACHED WITH TECHNICAL BID.

Any terms and conditions not mentioned above shall be as per GCC (Vol-I) of tender document.

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, wage structure, Industrial climate and total work involved*. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place: (Signature of the Tenderer with stamp)

Date:

Annexure-II

**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.....

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this NIT for the subject work, **tender shall be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and Conditions of the RA shall be as follows:**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform to the vendor in writing, in case of reverse auction along with the details of Service Provider to enable them to contact & get trained.
4. **'Business rules'** like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet), which will help to arrive at "Total Cost to BHEL".
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/ scrap the reverse auction process/ proceed with conventional mode of tendering.
11. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL. **The bidders shall confirm in writing to BHEL that their opening bid (In both cases) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Part-I).**
12. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
13. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
14. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
15. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.