



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:MJA-E870:TCN-01

Date: 02-05-2008

Sub	Tender change notice (TCN) 01.	
Job	Operation & maintenance (O&M) of 11 KV construction power network with transformers, LT kiosks, 11 KV overhead line, temporary illumination work etc for 2x500 MW unit # 1 & 2 at Mejia-B Thermal Power Station, West Bengal.	
Ref	1.0	Tender no PSER:SCT:MJA-E870:08.
	2.0	BHEL's NIT vide reference no PSER:SCT:MJA-E870:1279, dated 22-04-08.
	3.0	Other references (if any).

With reference to above, following points, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Revised Volume-III, Price Schedule, Rev-1 enclosed, superseding earlier version. Bidder to submit price offer as per enclosed revised price schedule only. Bidder's total price against Part-1 & Part-2 shall be considered for evaluation.
- 2.0 BHEL reserve the right to place separate orders for supply part (Part-1 of Volume-III) & service part (Part-2 of Volume-III).
- 3.0 Unless otherwise specifically referred anywhere in tender, Volume-IA & Volume-IC shall be applicable for supply part (Part-1 of Volume-III) and Volume-IB & Volume-ID shall be applicable for service part (Part-2 of Volume-III).
- 4.0 Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
- 5.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

DGM (SCT)

Encl

- 1.0 Revised Volume-III, Price Schedule, Rev-1.
- 2.0 Revised format of 'No deviation certificate'.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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TENDER NO	PSER:SCT:MJA-E870:08	
VOLUME	IA	GENERAL CONDITIONS OF CONTRACT (SUPPLY)

JOB	OPERATION & MAINTENANCE (O&M) OF 11 KV CONSTRUCTION POWER NETWORK WITH TRANSFORMERS, LT KIOSKS, 11 KV OVERHEAD LINE, TEMPORARY ILLUMINATION WORK ETC	
CAPACITY	2 x 500 MW UNIT # 1 & 2	
PROJECT	MEJIA-B THERMAL POWER STATION, WEST BENGAL	

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt Of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

PART – I

INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.0	SUBMISSION OF TENDERS
	The tenderers must submit their tenders in two parts in separate sealed covers as detailed below and as per instructions of NIT.
	PART – I (TECHNO-COMMERCIAL PART).
	PART – II (PRICE PART).
1.1	PART – I (TECHNO-COMMERCIAL PART)
1.1.1	This shall include the following.
1.1.1.1	Covering letter of tenderer.
1.1.1.2	Volume-IA/IB/IC/ID – General and Special Conditions of Contract.
1.1.1.3	Volume-II – Technical specification including drawings, if any.
1.1.1.4	Volume-III – ‘Price schedule’, (No rate shall be entered in the rate column. Only write ‘quote’ against each rate of the schedule).
1.1.1.5	Drawings.
1.1.1.6	Schedules, annexures, proformas and other documents as indicated in the tender document and as specified in the tender enquiry letter.
1.1.1.7	The above documents shall form one set of the Part –I tender. Tenderers shall submit requisite sets of Part-I tender, i.e. original and duplicate sets as specified in the tender enquiry letter. All the sets shall be sealed and marked ‘Original Part – I tender’ and ‘Copies of Part – I tender’ on the respective sets and superscribed as : PART – I (TECNHO-COMMERCIAL PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
1.2	PART –II (PRICE PART)
	This shall include following:
1.2.1	Copy of the covering letter enclosed in Part-I tender.
1.2.2	Volume III – Schedule of item of work (in the rate /price column the rate / price figures should be entered in words as well as in figures).
1.2.3	Tenderer shall submit requisite sets of Part-II tender duly sealed in one cover, superscribed as: PART – I (PRICE PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
1.3	PART – III (EMD)
	Earnest Money Deposit should be made in the form as indicated in tender document and shall be submitted inside a sealed envelope superscribing the following. PART – III (EMD). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
1.4	MAIN COVER
	Duly sealed and superscribed, as detailed above of Part – I, Part- II and Part – III tenders shall be enclosed in one main cover duly sealed and superscribed as: PART – IV (TECNHO-COMMERCIAL PART, PRICE PART AND EMD). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
2.0	OPENING OF TENDERS
2.1	Unless otherwise specified, techno-commercial bids will be opened one day after latest due date of submission of offer at 15-00 hrs for which bidder may depute representative.
2.2	While BHEL reserve the right to open the price bid (Cover-II) of the offers in camera, the date & time to open to Cover-II tender opening shall be intimated to the bidders in case BHEL decides it to be ‘Public opening’ and in such a case, one representative of the bidder shall be allowed to attend.
2.3	Price bids of those bidders who will be qualified for the subject job on the basis of pre-bid

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	discussions, evaluation of techno commercial bids etc will be opened on specified date. Bidders may depute their representatives to participate in opening of price bids. BHEL's decision in this regard is final & binding.
3.0	RATES TO BE IN FIGURES AND WORDS
3.1	The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him in the priced schedule of items of work forming part of the tender in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.
3.2	If some discrepancies are found between the rate given in words and figures or the amount shown in the tender the following procedure shall be followed.
3.2.1	When there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
3.2.2	When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
3.2.3	When it is not possible to ascertain the correct rate, in the manner prescribed above, the lesser of the two (ie between figures and words) will be treated as valid rate.
4.0	CORRECTIONS AND ALTERATIONS
	All entries in the tender shall either be typed or be in ink, erasures and over-writing are not permitted and may render such tenders liable to summary rejection. All corrections and alterations shall be duly attested by the tenderer with date.
5.0	ALL PAGES TO BE INITIALLED
	All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be initialed with seal at the lower right hand corner or signed with seal wherever required in the tender documents by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
6.0	ADDENDA
	Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design or contract terms. All such addenda issued shall form part of tender documents.
7.0	RATES TO BE ALL INCLUSIVE
	The tenderer shall quote for the jobs on the basis of the items entered in the schedule of items of work and shall quote separately for each and every items entered in schedule of items of work. The rates and prices quoted shall be all inclusive as provided for in the schedule of items of work and any claim whatsoever for enhancement of rates or prices quoted on any account shall not be entertained.
8.0	INFORMATION
	The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of BHEL as to their accuracy and without obligation relative thereto upon BHEL. Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge.
9.0	QUANTITIES
	The quantities indicated in the schedule of items of work with respect to the various items are only approximate and are intended merely as a general information without undertaking as to the correctness thereof and without any obligation relative thereto upon BHEL.
10.0	ENCLOSURES
	The enclosures to be enclosed alongwith Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents.
10.1	Valid Income Tax Clearance Certificate and Sales Tax Clearance Certificate in original or true copies/ photocopies duly attested by a Gazetted Officer.
10.2	Solvency certificate from a nationalized scheduled bank.
10.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, attested copy of partnership deed, instrument of partnership duly certified by the Notary Publics shall be enclosed. In case of company, date and place of registration including date of commencement – certificate, certified copies of Memorandum and Articles of Association, nature of business carried on by the company and provisions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
10.4	Power of Attorney or other proof of authority of the person who has signed the tender.
10.5	Provident Fund Account No through which PF of the Employees are deposited including supporting document for the same.

10.6	In case of a consortium arrangement consisting of prime bidder and his associate, the prime bidder to furnish as exclusive undertaking jointly executed by him and his associate for the successful performance of the entire contract. At the time of contract finalisation, a legal document on the formation of such group has to be submitted to BHEL which will be a part of the contract document.
10.7	Any other documents required in terms of this notice.
11.0	GENERAL
11.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered.
11.2	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 :-
11.2.1	To reject any or all the tender.
11.2.2	To split up the work amongst two or more tenderers.
11.2.3	To award the work in part.
11.2.4	Either of the contingencies stated in 11.2.2 and 11.2.3 to modify the time for completion suitably.
11.3	Conditions and unwitnesses tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected.
11.4	If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their 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 their discretion unless the firm retains its character.
11.5	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. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.
11.6	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 Earnest money / Security Deposits.
11.7	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
11.8	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
11.9	The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.
11.10	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

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CLAUSE NO	DESCRIPTION
1.0	APPLICATION Unless otherwise provided in the contract documents, these general conditions shall govern the works of the accompanying technical specifications. special conditions of this volume shall be read in conjunction with these general condition and these conditions will from a part of the contract documents.
2.0	DEFINITION OF TERMS : In construing these General Conditions, Special conditions and accompanying Specification the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.1	The owner/ purchaser shall mean CUSTOMER and shall include its successor in office, legal representative and permitted assigns.
2.2	Purchaser/ vendee/ BHEL shall mean Bharat Heavy Electricity Limited a Company registered under the Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi. Power Sector Eastern Region, Kolkata or its Administrative Officers or its engineer or other employees are authorised to deal with any matter with which these persons are concerned on its behalf.
2.3	EXECUTIVE DIRECTOR/ GENERAL MANAGER shall mean the officer in administrative charge of BHEL, Power Sector - Eastern Region or their other regional offices
2.4	The bidder/ tenderer shall mean well established reputed organisations, manufacturer etc having requisite financial and technical capability and experience participating in the Tender invited by BHEL for supply and delivery, erection, testing and commissioning or plant equipment and status including associated civil structural and architectural works complete as per applicable technical specifications.
2.5	The contractor shall mean the successful bidder/ tenderer who is awarded the contract and shall be deemed to include the contractor's successors assigns, heirs executors, administrators of representatives approved by the BHEL.
2.6	The sub-contractor shall mean individual or firm to whom any part of the work has been subletted by the contractor with the consent in writing of BHEL and shall include his/its heirs, executors, administrators, legal representative and permitted assigns.
2.7	The Engineer shall mean an Officer of BHEL as may be duly appointed and authorised in writing by BHEL to act as Engineer on his behalf for the purpose of the Contract, to perform the duty set forth in this General Condition of Contract and other Contract Documents.
2.8	The Consulting Engineer shall mean any firm or person as may be duly appointed and authorised in writing by BHEL/Purchaser from time to time to review plant and equipment, works and services under the Contract.
2.9	The "Review Conslutant" shall mean any firm or person as may be duly appointed and authorised in writing by BHEL/Purchaser from time to time for final review of the plant and equipment, works and services under the Contract.
2.10	The "Inspector" shall mean any firm or person as may be duly appointed and authorised in writing by BHEL/Purchaser from time to time to inspect plant and equipment, works and services under the Contract.
2.11	'Acceptance of Tender" shall mean Telegraphic/ Telex/ Tele-fax Letter of Intent or Notification communicating to the Contractor the acceptance by BHEL of his tender.
2.12	"Contract Price' shall mean the agreed sum of money stated in the Contract to be paid to the Contractor for the successful fulfilment of the Works in accordance with the terms of the Contract Documents.
2.13	"Contract" shall mean the Agreement between the Contractor and BHEL for execution of and payment for the works as defined in the Contract Documents.
2.14	The "Contract Documents" shall mean and includes the General Conditions of Contract. Specifications and Schedules. Drawings, Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Interest of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clause – Contract" of these General Conditions and other documents that may form part (s) of the Contract Documents.
2.15	"Work or Works' shall mean the plant / equipment to be supplied and / or works to be done by the Contractor under the contract Documents.
2.16	"Plant" shall mean the portion of the work (under the scope of this contract) which includes permanent equipment, machinery, apparatus, materials, articles and civil, structural and architectural works and things of all kinds to be provided under the contract documents.
2.17	"Test" shall mean such test as is prescribed or considered necessary by BHEL / purchaser whether performed or made by the Engineer or any Agency acting under the direction of

	the Engineer.
2.18	“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the works or temporary works by the contractor at his own cost and risk (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
2.19	“Goods” shall mean plants, equipment or materials to be supplied under the Contract Documents.
2.20	“Temporary Work” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work by the contractor at their cost and risk.
2.21	“Completion Time” shall mean the period by date/month specified in the acceptance of tender for handing over of the intended scope of work, erected equipment / plant, which are found acceptable by the engineer being of required standard and conforming to the specifications of the contract.
2.22	“Consignee” shall mean the authorised representative or officer of the Purchaser / BHEL to whom the plant, equipment and materials are required to be delivered in the manner indicated in the Contract Documents.
2.23	The “Specification” or Specification / Technical Specifications” shall mean all Specifications including technical specifications of the Works and the Tender Drawings and schedules attached thereto and any modification made thereof.
2.24	“Drawings” shall mean drawings referred to in the Contract Documents including modifications if any and such other drawings as may be from time to time furnished by the Contractor and approved by BHEL / purchaser.
2.25	“Site” shall mean the land and other places including existing roads, paths etc., put at the disposal of the Contractor by BHEL / purchaser in connection with the execution of the Contract.
2.26	“Tests on Completion” shall mean such tests as are prescribed in the specifications and/or other tests as mutually agreed upon by BHEL/ Purchaser and the Contract to be carried out by the Contractor on erection of the plant to prove satisfactory performance as per Specification.
2.27	“Acceptance Test / Performance Guarantee Test” shall mean such test as are required to determine and demonstrate guaranteed capacity, efficiency and operating characteristics of the Plant as stipulated in the contract Documents.
2.28	“Commissioning” shall mean the successful completion of trial operations and readiness of the contracted / ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
2.29	“Initial Operation”, “Reliability Run” or “Trial Run” shall mean the first continuous operation of the plant by the Contractor covered under the Contract with sub-systems under varying loads to demonstrate satisfactory operation for a specified period which shall not be less than fifteen (15) days.
2.30	“Commercial Operation” shall mean the conditions of operation in which all the equipment covered under the Contract are officially declared by BHEL/ purchaser, to be available for continuous operation at different loads and including rated capacity. Such declaration by BHEL / purchaser will be issued within thirty days after successful trial run made by the Contractor.
2.31	“Service” shall mean furnishing of labour and services as per specifications and supervision of complete erection, testing and putting equipment and materials to be supplied into satisfactory operation, supervision of inland transportation, loading and unloading and storage at the site as defined in the Contract Documents.
2.32	“Warranty Period” shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the plant supplied, works done and services rendered under the Contract.
2.33	“Code” shall mean the applicable International and Indian standards as on the date of letter of intent and any subsequent modification thereof.
2.34	“Month” shall mean calendar month. “Day” or “Days” unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
2.3	“Letter of Intent” / “Purchaser Order” shall mean BHEL’s letter or notification conveying his acceptance of the Tender subject to such conditions as may have been stated therein.
2.36	“Writing” shall include any manuscript typed or handwritten or printed statement, including Telex, Cable and facsimile transmission under or over signature or seal as the case may be.
2.37	“Approved” or “Approval” shall mean as approved by or approval of the Purchaser/ BHEL.
2.38	Words incorporating “Persons” shall include firms, companies, corporations and other bodies whether incorporated or not.
2.39	“Words” incorporating the singular only shall also include the plural and vice-versa where the context requires.

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2.40	"F.O.B" shall mean delivery free of expenses to the Purchaser / BHEL on board the vessel at the port of shipment.	
2.41	"CIF Price" shall mean delivery free of expenses to the purchaser / BHEL on board the vessel at the port of entry including the insurance coverage.	
2.42	"F.O.R. " Destination" shall mean delivery free of expenses to the Purchaser / BHEL on rail wagons at destination Railway Station or the purchaser's siding as may be named or / and by road transport at customer's destination.	
2.43	"F.O.R. Works" shall mean loaded and stowed or trimmed free of expenses to the purchaser / BHEL on board rail wagons at the Contractor's Works siding or the nearest Railway station for transportation.	
2.44	"Tonne" shall mean 1000 Kilogram weight. "Gallon" shall mean Imperial gallon, unless otherwise mentioned specifically.	
2.45	"Final Acceptances" mean the BHEL's/ purchaser's acceptance of the work/plant completed in every respect as per terms of the contract Documents on expiry of the Warranty / guarantee / maintenance period.	
2.46	Terms and conditions not herein defined shall have the same meaning as are assigned to them in the latest edition of Indian Sale of Goods Act/Indian Contract Act as applicable.	
2.47	SINGULAR AND PLURAL	
	Words importing the masculine gender or singular number shall also include the feminine gender and plural and vice versa where the context so requires.	
2.48	HEADINGS OR NOTES	
	The headings or notes in these 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 of the contract.	
2.49	LANGUAGE	
	All documentations and correspondence regarding the contract shall be in English language.	
2.50	DOCUMENTS MUTUALLY EXPLANATORY	
	Except if and to the extent otherwise provided by the contract the provisions of special Conditions of contract shall prevail over General Conditions of Contract and over those of any other documents forming part of the Contract. Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.	
3.0	SCOPE ON CONTRACT	
	The scope of work, if not otherwise mentioned in the contract, shall be on the basis of a single contractor's responsibility, completely covering all Technical Specifications under the accompanying Technical Specification. Some of the salient features are hereunder.	
3.1	Detailed design of all the equipment and subsystem and work as per specification.	
3.2	Complete, manufacture of all the equipment / subsystem including shop, field testing and assembly as per specification.	
3.3	Providing of special tools and tackles and services necessary for satisfactory execution of the contract.	
3.4	Providing engineering drawings, data operation manual, etc.	
3.5	Packing and transportations of the Goods from the manufacturer's works to the site.	
3.6	Receipt, storage, preservation and conservation of the Goods at the site as applicable.	
3.7	Supply of spares.	
4.0	CONTRACT PRICE	
	(UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)	
4.1	The contract price is the agreed sum of money stated in the contract documents to be paid to the contractor for the successful completion of the works in accordance with the terms of the contract documents. The contract price shall be for the entire scope of the work with the break-ups as specified.	
4.2	The individual item rates or lumpsum price as the case may be, in the schedule of this contract shall be deemed to be firm for the entire period of the Contract or extended period of contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified.	
4.3	The contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labour or in the cost of materials, consumables, water, fuel, power or for anticipated profit or alleged losses or for any reason whatsoever,	
5.0	TAXES AND DUTIES	
	(UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)	
5.1	EXCISE DUTY	
5.1.1	Excise duty actually incurred by contractor against the despatch made from his factory constituting sale under the contract alone shall be reimbursed at actuals against requisite	

	documentary evidence like clean invoice cum excise duty gate pass in original or certificate copy, if separately indicated in the prices bid. If excise duty is included in the price quoted by the contractor then he is not eligible for reimbursement of excise duty or statutory variation of excise duty.
5.1.2	The invoice cum excise duty gate pass should show the name of ultimate consignee as specified in the contract. If excise duty is paid under protest or dispute it shall not be eligible for reimbursement until the dispute is settled.
5.1.3	No excise duty shall be payable by BHEL on inputs bought out items, raw materials and components consigned directly to site from sources other than contractor's factory.
5.1.4	The contractor is required to ensure that excise duty is properly calculated and paid and available exemption and benefits are fully availed.
5.1.5	If required by BHEL the contractor will provide certificate, if modvat benefit has been availed on his inputs and have been passed on to BHEL.
5.1.6	If the contractor claims / obtains any refund of the excise duty paid and got reimbursed, the same shall be refunded to BHEL.
5.1.7	Excise duty shall be restricted to the amount and percentage shown in the price format. BHEL is not liable to reimburse if the excise duty shown by the contractor in his offer is incorrect.
5.1.8	The excise duty on self manufactured items of the contractor alone shall be reimbursed against submission of clean original excise duty invoice or true copy thereof duly attested by excise authorities. The payment of excise duty shall however be limited to the amount indicated in the price in the schedule. Statutory variation shall be limited to change in the tariff within the delivery specified in the order/contract only. Provisional / Conditional gate passes / excise duty invoices are not acceptable for reimbursement.
5.1.9	Contractors are required to ensure that excise duty including surcharge, if any, quoted are as per the existing tariff on the date of the offer and have availed all benefits as per existing rules.
5.1.10	EXCISE DUTY (IN CASE OF DEEMED EXPORT) In case of deemed export and order placed under similar financing arrangement, contractors are required to ensure that original gate passes and document to claim draw backs are made available to BHEL alongwith disclaimer certificate. In the absence of above the offer is liable to be loaded. In these cases, excise duty shall be billed separately with the above documents.
5.1.11	No statutory variation during extended period shall be allowed.
5.2	SALES TAX
5.2.1	Sales tax can be reimbursed only if the same is payable by the contractor to the respective authorities. In case any concessional provisions are applicable the same shall be availed by the bidder/ contractor.
5.2.2	Contractors are expected to meet all statutory requirements and ensure that the Sales Tax charged are not exempted under the respective Sales Tax Act. The bid/offer should clearly indicate the percentage and total amount. Concessional forms required should be clearly indicated in the bid/offer.
5.2.3	BHEL is registered in Kolkata vide registration number WB Sales Tax No - PS/2214, dated 14-12-1998.
5.2.4	Tenderers are to ensure that their offer includes all applicable taxes. In case of Intra-state sales tax. The same shall be specified.
5.2.5	Sales tax on direct sales by the contractor to BHEL shall be reimbursed, as per tariff applicable to the approved items but restricted to the amount shown in the price bid separately. If it is shown as included in the quoted price. Then it shall not be eligible for reimbursement by BHEL.
5.2.6	BHEL proposed to make sale-in-transit "C" form shall be issued / exchanged against E1/E2 forms "C" form shall be issued based on financial year transaction. Contractors are required to submit their request for issue of "C" forms in the format enclosed.
5.2.7	Form "C" will be issued after the financial year against the issue of E-1/E-2 form. Contractors are required to give the details for claiming "C" form.
5.2.8	If documents are submitted through bank. Form-C shall not be insisted for retirement.
5.2.9	Contractors are expected to avail taxation benefit. The bid/offer should clearly indicate the percentage and total amount. Concessional forms requirement should be clearly indicated in the bid/offer.
5.3	OTHER TAXES Bidder/tenderer are required to include all other taxes applicable on the date of the offer/bid over and above ED. ST. This will include but not limited to Octroi, turnover, works contract tax, entry tax, consignment tax, income tax, etc as applicable.
5.4	CUSTOMS DUTY Contractor shall arrange for their own import licence if required since BHEL will not provide

	any import licence. The custom duty element for imported items shall be included in the basic price. No. variation in customs duty / exchange rate for imported items shall be payable by BHEL.
5.5	FREIGHT CHARGES
	Contractor shall be required to transport the items through transport contractor of repute and with due consent / approval of BHEL. Freight charges shall be payable by the contractor. However, all documents in proof of payment of freight charges are to be submitted along with the bills to BHEL.
6.0	PRICE VARIATION (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
6.1	The price shall remain firm, for any increase or decrease in order value upto +/- 30% BHEL shall have the right to increase / decrease quantity upto the above order value and tenderer shall be bound to accept the same at the same price without any escalation.
6.2	Transport: If for any reason, the contractor has to resort to a mode of transport other than what was contemplated by him at the time of tendering to keep up the completion schedule and consequently has to incur more expenditure, BHEL will not under any circumstances reimburse such extra expenditure and price will not exceed the firm contract / order price.
7.0	STATUTORY VARIATIONS (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
7.1	It is the responsibility of the tenderer to inform himself of the correct rates of customs or other duties or taxes leviable on the on the materials at the time of tendering. If the rates assumed by the tenderer are less than the correct rates prevailing at the time of tendering the tenderer will be responsible for such errors.
7.2	If the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of BHEL.
7.3	Should, however, any statutory alternation be made based on the rate prevailing at the time of tendering, the difference for excise duty & sales tax only, either up or down, will be to the account of BHEL. No variations on customs duty / exchange rate / minimum wages, prices of controlled commodities or any other input shall be payable by BHEL.
7.4	Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the order/contract, variations above referred to will be limited to the rates prevailing on the dates of the stipulated completion period only and for variations after the agreed completion period the tenderer alone shall bear the impact if it is upward revision and if it is downward revision BHEL shall be given credit to the extent. This will be without prejudice to the levy of penalty for delay in completion.
8.0	TERMS OF PAYMENT (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
8.1	SUPPLY
8.1.1	Ninety (90%) percent value of equipment supplied alongwith applicable 100% taxes and duties etc. for the consignment shall be paid against despatch documents on pro-rata basis. All bank charges shall be to the account of the contractor.
8.1.2	Balance ten (10%) percent payment shall be made after receipt and physical verification of materials at site by site engineer on pro-rata basis (against material receipt certificate (MRC) from site office) and on availability of extended security bank guarantee to cover the guarantee period.
8.1.3	No advance payments shall be made.
8.2	SUPERVISION, ERECTION AND COMMISSIONING / SUPERVISION OF ERECTION & COMMISSIONING Hundred (100%) percent payment shall be made only after commissioning of the equipment, final acceptance and receipt of bank guarantee to cover guarantee period.
8.3	Recommended/ Mandatory Spares. Same as clause no 8.1 above.
9.0	DOCUMENTS FOR CLAIMING SUPPLY PAYMENT (FOR INDIGENOUS SUPPLIERS ONLY) (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT) Following documents shall be submitted for claiming supply payments in required number of sets.
9.1	Invoice.
9.2	LR/RR/GR
9.3	Delivery challan.
9.4	Packing list showing item-wise details, size, quantity/ number, net & gross weight, number of packages and their identification.
9.5	BHEL MDCC (Material Despatch Clearance Certificate).
9.6	QS note issued by BHEL inspection agency.
9.7	Copy of letter to Insurance company to cover items despatched under insurance policy.
9.8	Original material receipt certificate (MRC) from site office shall be required for claiming

	payment against receipt of material at site.
10.0	BANK CHARGES
10.1	All bank charges for documents through bank shall be to the account of contractor.
10.2	The address of BHEL banker is STATE BANK OF INDIA, N. S.ROAD BRANCH,KOLKATA
11.0	TIME (THE ESSENCE OF CONTRACT)
11.1	The time and date of completion of the work as stipulated in the contract Documents shall be deemed to be the essence of the Contract. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work within the stipulated time. BHEL at his sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with BHEL will stand forfeited without any further reference to the contractor, without prejudice to any and all of the BHEL's other rights and remedies in this regard. The Contractor shall so organise his resources and perform so as to complete the work not later than the aforesaid date of completion.
11.2	The contractor shall submit a PERT Network showing various key phases of the work such as design, procurement, manufacturing, shipment, etc. within thirty (30) days after the date of Letter of intent/purchase order. This network shall also indicate the interface facilities to be provided by the owner / BHEL and the dates by which such facilities are needed by the contractor and also the programme for phase wise release of work site for construction work as may be needed by the contractor, as applicable.
11.3	The Contractor shall discuss the network so submitted with BHEL. The agreed network may be in the form as submitted or in revised form in line with the outcome of discussion and shall form a part of the contract documents.
11.4	The above PERT Network shall be reviewed and periodic review reports shall be submitted by the Contractor to BHEL as directed by him.
11.5	The Contractor shall make available to BHEL detailed manufacturing, erection, testing and commissioning and construction programmes, as applicable, in line with the agreed PERT Network in the form of PERT or Bar Chart as desired by BHEL within 30 days from the date of receipt of LO1/PO. During performance of the contract, such programmes shall be renewed, updated and submitted to BHEL as and when needed by him or periodically as specified by him. If in the opinion of BHEL proper progress is not maintained suitable changes shall be made in the Contractor's operation to ensure proper progress.
11.6	PROGRESS REPORTS AND PHOTOGRAPHS
11.6.1	The Contractor shall furnish eight(8) prints each of monthly progress reports as approved by BHEL and photographs of the work done. Photographs shall be taken when and where indicated by the Engineer or his representative. Photographs shall be approximately 100mm x 125mm in size including margin of 5 mm side for fixing. Adequate number of photographs shall be submitted indicating various stages of manufacture and / or installation as applicable. Each photograph shall contain the date, the name of the contractor and the title of the view taken.
11.6.2	Monthly progress report shall be submitted. These shall detail the status of design, drawings, procurement of raw materials and manufacture of the equipment and delivery of the equipment. BHEL shall advised the contractor about the progress schedule and photographs he has to submit each month together with the names and address of persons to whom they are to be sent. The contractor shall also furnish actual progress against schedule and such other information as BHEL may require to satisfy himself about the timely manufacture and delivery of equipment and timely construction and erection work to suit the commissioning date. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measure wherever necessary.
11.6.3	The submission and acceptance of the photographs and / or reports shall not prejudice the rights of BHEL in any manner.
11.6.4	In the event of contractor's continued poor progress of work, BHEL shall at his option treat this as breach of the contract by the contractor. In such an event it shall be open to BHEL to have the work completed through any other agency or agencies and claim the difference in cost in addition to damages from the contractor without prejudice to any other right or remedy of BHEL under this contract.
11.6.5	The contractor shall be responsible, wherever applicable, for developing detail drawings to adopt equipment and materials to be supplied to the requirement indicated in the specification and shall submit a list of such drawings and programme for submission of these drawings and programme within 30 days from the date of LO1.
11.6.6	Within a reasonable time not exceeding 30 days from the date of LO1 the contractor shall also provide BHEL with the following drawings and date as applicable :
11.6.6.1	Eight (8) marked up copies of technical particulars conforming to the specification.

11.6.6.2	Outline drawings of all equipment together with weights and sufficient overall dimensions.						
11.6.6.3	Other drawings and data as indicated in different sections of the tender documents.						
11.6.6.4	The contractor shall within 3 weeks from the date of LO1 submit for approval of BHEL the original copies of Codes and Standards which shall govern the design, manufacture, construction, erection, testing, commissioning and trial operation of the plant as applicable under scope of contract.						
11.7	MISTAKE IN DRAWINGS						
	The Engineer shall have the right at all reasonable times to inspect at the office / premises of contractor all shop and / or detailed drawings of the works or any portion of the works. The Contractor shall be responsible for and shall pay for any alternations of the work due to any discrepancies, errors or omission in the drawings or other particulars supplied by him whether such drawings or particulars has been approved by the Engineer or not. Provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the contractor by the Engineer, in which event BHEL shall pay for any alternations of work necessitated by reason of inaccurate information supplied by the Engineer to the Contractor.						
12.0	DELIVERY FAILURE TERMINATION/ LIQUIDATED DAMAGES (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)						
12.1	It should be clearly understood by the Contractor that time and the date of delivery of despatch stipulated in the order/contract is the essence of the contract, If the contractor fails to complete the order / contract within the time fixed in the order / contract, or within any extension of time granted by BHEL, it shall be lawful for BHEL to recover damages for breach or order / contract without prejudice to any other rights and / or remedies provided for, in the order / contract and hereunder. To be entitled to impose such damage, BHEL will not be required to prove that he has incurred such amount as actual damage.						
12.2	DELAYED DELIVERY						
12.2.1	Recover from the contractor, as agreed liquidated damages a sum equivalent to half percent (1/2%) of the order /contract price for the delayed portion, excluding elements of taxes, duties freights etc., per week or part thereof subject to a maximum of ten percent (10%) of total order/contract price of the complete order if the contractor has failed to deliver any part of equipment /item within the period fixed for delivery of the same.						
12.2.2	Purchase from elsewhere on account and at the risk of the contractor of the equipment /item not so delivered or others of a similar description without cancelling the order / contract in respect of the instalment not yet due for delivery or						
12.2.3	Cancel the order / contract or a portion thereof and if so desired purchase the equipment/item not so delivered at the risk and cost of the contractor and the contractor shall be liable to BHEL for any excess costs provided that the contractor shall continue the performance of the contract to the extent not cancelled under the provisions of this clause.						
12.2.4	Where action is taken under clause mentioned above at b & c, contractor shall be liable for any loss which BHEL may sustain on that account. The contractor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the entire discretion of BHEL. It shall not be necessary for BHEL to serve a notice of such purchase on the contractor.						
13.0	COMPETENCE AND GUARANTEES						
13.1	Contractor shall have sound technical and financial capabilities and possess recognised experience in executing the works of similar kind and magnitude. The contractor shall properly fill in the various schedules and proforma prescribed in the tender documents. Non submission of the information in the prescribed schedules and proforma may lead to rejection of the bid.						
13.2	SECURITY DEPOSIT (SD)						
13.2.1	Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.						
13.2.2	The amount of Security Deposit shall be as follows.						
	<table border="1"> <tr> <td>a) In the case of work upto ten lakh</td> <td>10%</td> </tr> <tr> <td>b) In the case of work costing above Rs. 10 lakh upto Rs. 50 lakhs</td> <td>Rs. 1[One] lakh plus 7.5% of the the amount exceeding Rs 10 lakhs.</td> </tr> <tr> <td>c) Above Rs 50 lakhs</td> <td>Rs. 4 [Four] lakh plus 5% of the the amount exceeding Rs 50 lakhs.</td> </tr> </table>	a) In the case of work upto ten lakh	10%	b) In the case of work costing above Rs. 10 lakh upto Rs. 50 lakhs	Rs. 1[One] lakh plus 7.5% of the the amount exceeding Rs 10 lakhs.	c) Above Rs 50 lakhs	Rs. 4 [Four] lakh plus 5% of the the amount exceeding Rs 50 lakhs.
a) In the case of work upto ten lakh	10%						
b) In the case of work costing above Rs. 10 lakh upto Rs. 50 lakhs	Rs. 1[One] lakh plus 7.5% of the the amount exceeding Rs 10 lakhs.						
c) Above Rs 50 lakhs	Rs. 4 [Four] lakh plus 5% of the the amount exceeding Rs 50 lakhs.						
13.2.3	The Security deposit may be deposited in any of the following form.						
13.2.3.1	The total Security Deposit as indicated in the letter of intent can be paid in cash (as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favour of Bharat Heavy Electricals Limited payable at Kolkata)/ local cheques of Scheduled Banks (subject to realization) to BHEL, Power Sector, Eastern Region, Kolkata within the time limit stipulated in the letter of intent.						

13.2.3.2	50% of Security Deposit as indicated in the letter of intent can either be paid in the form of Bank Guarantee from Scheduled Banks/Public Financial institutions as defined in the Companies Act in the prescribed proforma, the validity being upto completion of work as stipulated in the letter of intent and balance 50% of the security deposit can paid either in cash/ other form of security or may be recovered by deduction from running bills @ 10% of the value of each running bills till the full Security Deposit is made up. The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.
13.2.3.3	The security deposit may be submitted through securities from Post Offices such as National Savings Certificates/Kisan Vikas Patras etc (certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata and discharged on the back).
13.2.3.4	The security deposit may be submitted by 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 Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata, duly discharged on the back.
13.2.4	Acceptance of security deposit against sl. No. 13.2.3.3 & 13.2.3.4 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 collection of interest or renewal of the documents or in any other matter connected therewith.
13.2.5	If the value of the work done at any time exceeds 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.
13.2.6	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.
13.2.7	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
13.2.8	If any parts 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, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference 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.
13.2.9	BHEL reserve 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 (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
13.2.10	RETURN OF SECURITY DEPOSIT
	If the contractor duly performs and completes the contract 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 of the amount of Security Deposit will be released to the contractor after deducting all costs of expenses or 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 satisfactory completion of Warranty / Guarantee Period as per terms of specification.
13.3	PERFORMANCE BOND
13.3.1	In addition to the security deposit the contractor shall provide to BHEL guarantee of an approved nationalised bank for an amount equal to 5% of the contract price (excluding taxes, duties etc.) as performance bond (under the terms of a bond) within 30 days from the date of LO1/PO and terms of the said bond shall be such as shall be approved by BHEL. The bond shall remain valid until 6 (SIX) month after the expiry of warranty / guarantee period. The obtaining of such guarantee and the cost of bond to be so entered into shall be at the expense in all respects to the contractor.
13.3.2	BHEL reserve the right of forfeiture of the above bond in addition to other claims and damages 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 reserve the right to set off this bond against any claims of any other contract with BHEL.
14.0	DELIVERY TERMS
	When the goods are ready for shipment BHEL / owner should be notified by the contractor through Fax or Telex. Notification of delivery or despatch in regard to each and every consignment shall be made to the owner/BHEL immediately after despatch or delivery ensuring arrangements for its receipt at the site at least 48 hours ahead of actual delivery. The contractor shall further supply to the consignee a priced invoice and packing list of all goods delivered or despatched by him and other shipping particulars. All packages,

	containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing list, and full details of the contents of packages and quantity of goods shall be submitted to enable the consignee to check the goods on arrival at destination.
15.0	SHOP ASSEMBLY AND INSPECTION
15.1	Shop assembly to the largest extent feasible shall be performed by the contractor to assure proper fitting of the various parts and for checking the correctness of clearances and dimensions. Parts thus assembled shall be match – marked for reassembly at the site. Prior to be dismantled for shipment. A detailed description of the intended shop assemblies shall be submitted along with the Quality Assurance Plan.
15.2	No Goods shall be shipped before all tests and inspection have been carried out according to the approved Quality Assurance Plan unless otherwise instructed by BHEL.
15.3	The acceptance of any Goods prior to shipment shall in no way relieve the contractor of any of his responsibilities for meeting all the requirement of the specification and shall not prevent subsequent rejection if such Goods are found to be defective.
15.4	BHEL/ owner and his duly authorized representative shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the equipments/ items during its manufacture
15.5	Such inspection, examination and testing shall not relieve the contractor from any obligation under the contract.
15.6	BHEL engineer shall on giving seven (7) days notice in writing to the contractor setting our any ground of objection which he may have in respect of the plant/equipment /work, be at liberty to reject any drawings and all or any plant or workmanship, subject to any of the said ground of objection, which in his opinion are not in accordance with the contract / order. The contractor shall give due consideration to such objection and shall either make the modifications that may be necessary to meet the said objections or shall satisfy the engineer that no modifications are necessary to comply with the contract/order.
15.6	The contractor shall give the engineer and his duly authorized representatives notice of any material being ready for testing, and the engineer or the said representative shall (unless the inspection of tests voluntarily waived) on giving reasonable previous notice in writing to the contractor attend at the contractor's premises (as the case may be) within twenty (20) days of the date on which the material is notified as being ready, failing which the contractor may proceed with the tests which shall be deemed to have been made in the engineer's presence. All standard shop tests physical and chemical tests required by the standards or as may be prescribed or approved by the engineer reserves the right to waive any of the above tests requirement and to prescribe new tests required if fours necessary to expedite the work or to confirm to the latest and best practice. Definition, method of measurement, calibration of inspection, measuring and test equipments and required procedure as referred in the above standard and / or those approved by the engineer and equivalent shall be followed. The contractor shall forthwith forward to the engineer duly certified copies of the test certificates in quadruplicate for approval. Further copies of the shop test certificate shall be bound will the instruction manuals.
15.7	In all cases where the order/ contract provided for tests/ inspections whether at the premises or works of the contractor or any sub-contractor the contractor, except where otherwise specified shall provide free of charge to BHEL such labour, materials, electricity, fuel, water, stores, apparatus, inspection measuring and test equipments as may reasonably be required to carry out efficiently such tests of the equipment/ plant, in accordance with the order/ contract and shall give facilities to the engineer or his authorised representative to accomplish such testing.
15.8	The contractor shall maintain & ensure necessary safety measures as required for inspection and tests like HV test, Pneumatic test, Hydraulic test, Loan test Spring test, Bend test etc, of his/his subcontractors works to enable inspection Agency for performing inspections. If any test equipment is found not complying with proper safety requirements, then the inspection agency may withheld inspection, till such time desired safety requirements are met.
15.9	INSPECTION MEASURING AND TEST EQUIPMENTS (IMTE)/ MMD
15.9.1	Inspection measuring and test equipments (IMTE) whether used by the contractor or his sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE shall be in sound condition during usage.
15.9.2	In addition to above, contractor shall ensure the following.
15.9.2.1	Measurement uncertainly is known and consistent with required measurement capability of the IMTE.
15.9.2.2	Selection of IMTEs is compatible with the necessary accuracy precision of required measurement.
15.9.2.3	IMTEs are calibrated at the required internal against certified equipments having known valid relationship to nationality recognised standard/ recognised calibration labs.

15.9.2.4	Calibration records are available and traceable to the particular IMTE.
15.9.2.5	In case during recalibration the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE should be furnished to BHEL. NOTE: BHEL decision on acceptability of the product in such case shall be binding.
15.9.2.6	IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.
15.9.2.7	Responsibility of usage of valid and calibrated IMTEs by sub-contractors shall be of the contractor.
15.9.2.8	In case calibration records are required by owner/ BHEL, copies of the same shall be furnished.
16.0	MATERIALS AND WORKMANSHIP
16.1	All Goods to be supplied and all works to be done by the Contractor under Contract shall be manufactured and executed in the manner stipulated in the specification or where not specified, to the satisfaction of the Engineer.
16.2	All materials used in the manufacture of the plant/equipment/system shall be selected from the best available for the purpose considering strength, durability and best engineering practice, free from defects and imperfection of recent manufacture and unused. Liberal factors of safety shall be used throughout the design and specially in the design of all parts subject to alternating stresses or shocks.
16.3	All the work shall be performed and completed in a thorough work-man like manner and shall follow the best modern practice in the manufacture of high grade equipment notwithstanding any omission in the Specification.
16.4	Castings shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close – grained and of true forms and dimensions. No plugged or filled –up holes or other defects will be allowed. Such castings are liable to be rejected. However, the Contractor may rectify minor casting defects by welding or other method in accordance with the standard manufacturing practice provided such rectifications does not affect the strength of the casting or impair with the efficient working of the Plant and prior approval of BHEL is obtained for the same.
17.0	COMPLETENESS OF EQUIPMENT
17.1	The equipment shall be completely installed in every respect with all mountings, fixtures and standard accessories which are normally supplied even through not specifically detailed in the Specification. The Contractor shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures and accessories if needed for safe operation of the equipment as require as per applicable codes of the country through they may not have been included in the Contract.
17.2	Parts of all similar equipment supplied shall be interchangeable with on another.
17.3	All the equipment supplied under this contract shall be subject to BHEL/owner's approval according to applicable stipulations set-forth in the specifications.
18.0	REJECTION OF DEFECTIVE PLANT
18.1	If the completed plant or any portion thereof before it is taken over under clause taking over or during the guarantee / warranty period, be found defective or fails to fulfil the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defective plant good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, BHEL after giving seven (7) days written notice may reject and replace at the cost of the contractor the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to BHEL of erection plus difference, if any between the replacement price of the equipment including charges for erection and supervision of erection and the original contract price including charges for erection and supervision of erection in respect of such defective plant.
18.2	In the event of such rejection, BHEL shall have the right to operate any and all equipment as long as it is in operating condition, whether or not, such equipment has been accepted as complete and satisfactory to enable him to obtain necessary replacement except that this shall not be constructed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs and /or replacements have been made. All repairs or alterations or replacements required of the contractor shall be made by the contractor at such times as directed and in such a manner as will cause the minimum interruption in the use of the equipment. Should the contractor not so replace the rejected plant within the time frame as directed by the engineer upto the requirement of the specification, the contractor's full and extreme liability under this clause will be satisfied by the repayment of all money paid by BHEL to him in respect of such plants.

18.3	Nothing in this clause shall be deemed to deprive BHEL or, effect any right under the contract which he may otherwise have in respect of such defects or deficiencies or in any way relieve the contractor or his obligation under the contract.
19.0	TAKING OVER Upon successful completion of all the tests to be performed at the site on equipment, systems and material furnished and erected by the contractor and on completion of successful trial run, BHEL shall issue to the contractor a taking over certificate. Issuance of such certificate shall not be reasonably withheld on account of minor omissions or defects which do not affect the satisfactory operation and / or causes any serious risk to the equipment and systems provided the contractor gives an undertaking to rectify such defects / omissions within a reasonable period time. However until a final acceptance certificate is issued on completion of warranty / guarantee period by BHEL/owner, the contractor shall not be relieved of any of his obligations, duties, responsibilities under the terms and conditions of the contract including insurance as specified elsewhere in the contract documents. The taking over by BHEL / the owner may be for each unit completed in all respects for satisfactory operation at the discretion of BHEL/ the owner.
20.0	GUARANTEE/ WARRANTY
20.1	The contractor shall warrant that the equipment / item supplied shall be free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest rate and consistent with the established and generally accepted standards for stores of the type ordered in full conformity with the order/contract, specifications, drawings or samples, if any Contractor shall be responsible for the quality of products supplied by its sub-contractors.
20.2	The contractor shall provide guarantee / warranty in respect of the equipment, materials and services furnished by him as enumerated in section "Special Condition of Contract" of this tender document.
20.3	The contractor shall, if required, replace, or repair the equipment/item of such portion thereof, as is rejected by BHEL free of cost at the site or at the option of BHEL the contractor shall pay to BHEL value thereof at the order/contract price and such other expenditure and damages, as may arise by reason of the breach of the condition therein specified.
20.4	All replacements and repairs that BHEL shall call upon the contractor to deliver or perform under the guarantee shall be delivered free cost and performed promptly and satisfactorily by the contractor within three months. If the contractor so desires and BHEL agrees subject to import control regulation, the replaced parts can be taken over by him or his representative or the same can be arranged to be despatched by the contractor or his representative at contractor's cost as he deems fit within a period of three months from the date of replacement of equipment/ item/ parts.
20.5	The cost of any special or general overhaul rendered necessary during guarantee / warranty period due to defects in the plant or, defective work carried out by the contractor the same shall be borne by the contractor.
20.6	If for rectification or replacement of any part of equipment or work due to defective materials, manufacture or design or workmanship, the services of the contractor's personal are requisitioned within the guarantee/ warranty period, these services shall be made available free any cost to BHEL/ owner.
20.7	All the replaced equipment/ item shall also be guaranteed as per provision of guarantee/ warranty.
21.0	INSURANCE
21.1	BHEL shall arrange for insuring the materials / properties of BHEL/Customer covering the risks during transit, storage, erection and commissioning.
21.2	It is the sole responsibility of the contractor to insure the workmen, his properties including tools and plants against accident and injury while work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's employee, which for any reasons are not covered under the Workmen's Compensation Act & Employee's liability, the liability of which shall not be less than statutory provisions.
21.3	All the rules and regulations of the purchaser/ BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
21.4	If due to negligence and / or non-observance of safety and other precautions and accident/ injury occurs to any other person/ public, the contractor shall have to pay necessary compensation and other expenses. If so decided by the appropriate authorities.
21.5	If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's/ owner's property and personnel should occur, and if BHEL is unable to recover, in full cost from the insurance company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours of occurrence along with Engineers report. In the event of loss/ theft of BHEL's/ purchaser's property while in the

	custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with responsibility of the contractor to lodge an FIR with local policy authorities and furnish the details of FIR and Engineer's investigation report about loss/ theft within 48 hours of occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
21.6	The contractor shall be responsible for furnishing all the despatch details including invoice value, plant / components despatched, packing slip, LR/RR/CR copy, shipping details etc. to underwriter and BHEL, to cover no. to be intimated to the contractor afterwards.
21.7	Failure to comply the above on time and in case any loss / damage occurs in transit, the contractor shall be responsible for making good such loss / damage.
21.8	Save provisions as stated above the contractor at his cost shall arrange, secure and maintain insurance as may be necessary to protect his interests and the interests of BHEL against all risk and the responsibility to maintain such insurance coverage at all times during the period of contract shall be that of the contractor alone. Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
22.0	NO WAIVER OF RIGHTS
	Neither the inspection by the BHEL or any other official, employee or agent nor any order by BHEL for payment of money or any payment for or acceptance of the whole or any part of the scope under this contract by BHEL, nor any extension of time, nor any possession taken by BHEL shall operate as a waiver, of any provision of the contract or of any power herein reserved to BHEL or any right to damages herein provided nor shall any waiver of any breach in the contract / order be held to be a waiver or any other subsequent breach.
23.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)
	When the tests have been satisfactorily completed at the contractor's work, the Engineer shall issue a certificate to that effect within fifteen (15) days after completion of test, but if the tests were not witnessed by the engineer or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Engineer. No plant / equipment shall be transported before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind BHEL to accept the plant / equipment should it, on further test after erection, be found not to comply with the order / contract provisions.
24.0	PACKING
24.1	The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
24.2	The packing shall be capable of withstanding the rigours of transit and handling at various points / ports.
24.3	In case of shipment by sea the packing shall be sea worthy of international standard.
24.4	Packing list shall also be submitted along with advance set of documents for claiming payment indicating following. Packing size. Gross weight and set weight of each package.
25.0	SHORTAGE/ DAMAGE
25.1	In case of shortages/ damages noticed on receipt of materials at site, the contractor should replenish the same immediately. Replenishment of damages arising out of faulty and insufficient packing will be to the cost of contractor and shortages out of sound cases, if not accepted by under writer, will have to be replenished free of cost by the contractor.
25.2	In case of faults, deficiencies in materials, components assemblies, subassemblies etc, these are to be supplied free of cost to enable the equipment to be put in order.
26.0	INTER-CHANGEABILITY
26.1	All similar components / parts of similar equipment supplied shall be interchangeable with one another.
26.2	Even though all the work and materials necessary to the satisfactory completion of the works may not be detailed in the specifications and schedules, their cost will be considered to be within the order / contract and no extra charges will be accepted.
27.0	DEFAULT BREACH OF CONTACT, INSOLVENCY AND RISK PURCHASE
27.1	If the contractor fails to deliver the equipment / plant or any instalment thereof within the period (s) fixed for such delivery or at any time repudiates or otherwise abandons the order /contract before expiry of such period or otherwise fails to perform the order/contract or commits any breach of the order / contract not herein specifically provided for or if the contractor being an individual or if a firm or a partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time composition under any insolvency Act for the time being in force or make any

	<p>assignment of the order / contract or enter into any assignment of the order/contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the partnership Act or if the contractor being a company is wound up voluntarily or by order of a court or a Receiver. Liquidator or Manager on behalf of the debenture holders/ creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder / creditors to appoint a receiver, liquidator or manager, BHEL without prejudice to his right to recover any expenses, losses or damages to which BHEL may be put to incur or sustain by reason of the contract shall be entitled to cancel the order/contract on whole or portion thereof without compensation to contractor and if so desires, he may procure upon such terms and in such manner as he deems appropriate items not so delivered or others of a similar description where items exactly complying with particulars are not, in the opinion of BHEL, which shall be final, readily procurable, at the risk and cost of the contractor and the contractor shall be liable to BHEL for any excess costs provided that the contractor shall continue the performance of the order/contract to the extent not cancelled under the provisions of this clause. Provided also that the contractor shall not be entitled to any gain on repurchase etc.</p>
27.2	NEGLIGENCE
	<p>If the Contractor shall neglect to execute the work with due diligence and expedition or such refuse or neglect to comply with any reasonable orders given to him in writing by BHEL in connection with the work, or shall contravention the provisions of the contract BHEL may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of, Should the Contractor fail so comply with such notice within a period considered reasonable by BHEL from the date of such notice service thereof, in the case of a failure, neglect or contravention capable of being made good within that time, or otherwise within such time as may be in the opinion of BHEL be reasonably necessary for making it good, then and in such cash BHEL shall the option and be at liberty to take the work wholly or in part, out of the Contractor's hand and may carry on the work envisaged in the Contract either by himself or his agents or may re-contract with any other person or person to execute the same or any part thereof and provide, as applicable, any other materials, tools, tackle or labour for the purpose or completing the works or any parts thereof. In such event BHEL shall without being responsible to the Contractor for normal wear and tear or the same, be entitled to seize and take possession and have free use of all materials, tools, tackle, or other things which may be on the Site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and BHEL shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid . If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess.</p>
28.0	FORECLOSURE OF CONTRACT
	<p>If at any time after acceptance of the Tender the owner/BHEL shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, BHEL shall give notice in writing to that effect to contract and the Contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the work. The contractor shall have no claim for compensation against certificate vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period. BHEL may then deducted the amount from any money due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy BHEL of such claims.</p>
30.0	ASSIGNMENT AND SUB-CONTRACTING
30.1	ASSIGNMENT
	<p>The Contract shall not assign or transfer the Contract or any part thereof or any benefit or any obligation thereof or interest therein or there under (otherwise than by a charge in favour of the Contractor's Bankers of and moneys due to become due under this contract) without the prior written consent of BHEL.</p>
30.2	SUB-CONTRACTING
	<p>Subcontracting of work, normally should not be permitted. However in case of unavoidable instances, the contractor may, after informing BHEL and getting his written approval along with approval of the owner, assign or subcontract any part of the contract other than for raw materials, for minor details or any part of the plant for which details or any part of the plant for which makes are identified in the contract. BHEL shall not be liable in any way, in case such approval for sub-contracting is not permitted by the owner. Sub-contractor of the</p>

	<p>equipment not identified in the contract or any change in the identified sub-contractor shall be subject to approval by BHEL and the owner. The experience list of the equipment sub-contractor under consideration by the contractor for this contract shall be furnished to BHEL, for approval prior to procurement of all such items / equipment such assignments/ subcontracting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of BHEL and the purchaser shall be null and void. For components/equipments procured by the contractor for the purposes of the contract after obtaining written approval of BHEL/ the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by his subcontractor alongwith their proposals. The quality plans called for from the subcontractor shall set out during the various stages of manufacture and installation, the quality practices and procedures followed by the sub-contractor quality control organisation, the relevant reference documents, standards used, acceptance levels inspection of documentation raised, etc. Such quality plans of the sub-contractor shall be discussed and finalised in consultation with BHEL and shall form a part of the contract between the contractor and the sub-contractor, The contractor along with the subcontractor and BHEL shall furnish a joint undertaking to the owner for guaranteed performance or the equipment and subsystems. The contractor should desist from seeking approval for two-tier sub-contracting which may not be permitted by BHEL/the owner.</p>
31.0	FORCE MAJEURE
	The Following shall amount to force majeure.
31.1	Acts of God, acts of any Government, war, sabotage, riots civil commotion, police action, revolution, flood, fire, cyclone, earthquake, 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 contractual obligation due to delays caused for force majeure as defined above the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period or time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports of BHEL in writing the causes or delay and contractor shall not be eligible for any compensation.
32.0	RISK IN STORES
	The contractor shall perform the order / contract in all respects in accordance with the terms and conditions thereof. The equipment / plant and every constituent part thereof, whether in the possession or control of the contractor his agents or servants or a carrier, or in the joint possession of the contractor his agent or servants and BHEL, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer until their delivery to a person specified by the BHEL as inter in consignee for the purpose of despatch to the consignee. The contractor shall be solely responsible for all loss destruction damage or deterioration of or to the plants / equipment / items from any cause whatsoever while the same, after approval by the engineer, are awaiting despatch or delivery or are in the course or transit from the seller / contractor to the consignee or interim consignee as the case may be.
33.0	CONSIGNEE'S RIGHT OF REJECTION
	Notwithstanding any approval which BHEL or the engineer may have given in respect of the plants / equipment / items or any materials or other particulars or the work or workmanship involved in the performance of the order / contract (whether with or without any test carried out by contractor or the engineer or under the direction of the engineer), and notwithstanding delivery of the same where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of BHEL, to reject the plants / equipments / items or any part, portion or consignment thereof within thirty (30) days after actual delivery, thereof to him at the stipulated place or destination, if such plants / equipment or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of order / contract whether on account of any loss, storage, deterioration or damage before despatch or delivery or during transit or otherwise, howsoever.
34.0	SETTLEMENT OF DISPUTE AND ARBITRATION
34.1	Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by BHEL subject to a written appeal by the Contractor to BHEL, whose decision shall be final to the parties hereto.
34.2	Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
34.3	If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the Engineer who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter

	provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.
34.4	If after the Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement can not be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.
34.5	The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed is a Government servant or in the employment of BHEL, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a Government servant or as an employee of BHEL he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
34.6	In the event of the arbitrator dying, neglecting or refusing or resigning or transferred 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 GM or his successor, as the case may be, either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.
34.7	The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.
34.8	Work under the contract shall continue during arbitration proceeding unless BHEL shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.
34.9	Subject arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Kolkata.
35.0	CONTRACT AGREEMENT, EFFECT AND JURISDICTION
35.1	The contractor shall within 60 days from the date of LOI/P.O. but in any case before submitting his first bill for payment enter into and execute a contract agreement (to be prepared at the cost of the contractor). In the event of the failure of the contractor to execute the contract agreement within the time specified above, BHEL may cancel the LOI and forfeit his SD unless this period is extended by BHEL.
35.2	The agreement will be signed in seven (7) originals and the contractor shall be provided with one (1) signed original and the rest will be retained by BHEL. These General conditions together with the specifications, tenders drawings and technical particulars, tender data with subsequent agreed modification thereof. Tender, all correspondences with BHEL and signed agreement and other supporting documents shall constitute the contract document(s) No variation or modification of terms and conditions of the contract documents or waiver of any of these terms and conditions shall be deemed valid unless agreed in writing and signed by the BHEL and the Contractor.
35.3	The failure of either party to endorse at any time of the provisions of the contract or any right thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to affect the validity of the Contract. The exercise by either by either party or any of his rights herein shall not preclude or prejudice either party from exercising the name or any other right in may have hereunder.
35.4	The contract shall in all respects be deemed to be and shall be construed and shall operate as an Indian contract as defined in the Indian Contract Act 1972 and all payments there under shall be made in Indian Rupees unless otherwise specified.
35.5	The Contract shall be considered to come into force on the date of notification of Award by the BHEL to the Contractor which may be in the form of a Fax. of Award or Letter of Intent / purchase order.
35.6	The law applicable to the Contract, shall be the law in force in India. The Courts of Kolkata under this contract shall have exclusive Jurisdiction in all matters arising under this contract, including Arbitration Awards.
36.0	DIRECT TAX
36.1	BHEL shall not be liable towards income tax of whatever nature including variations thereof arising out of this order/contract as well as tax liability of the contractor and his personnel.
36.2	Deductions of tax at soured at the prevailing rate shall be effected by BHEL before payment as a statutory obligation.
37.0	PATENT RIGHTS
37.1	The Contractor shall defend any claim which allege in a suit of proceeding against BHEL that equipment or any part thereof constitutes an infringement of any patent, if notified

	promptly in writing and given authority, information and assistance for the defence and the Contractor shall pay all damage and costs awarded against BHEL in such suit or proceeding for the patent infringement and the use of equipment or part is prohibited, the contractor shall, at his own expenses either procure for BHEL the right to continue using the equipment or replace the same with a non-infringing equipment, or modify it so that it becomes non-infringing, or move the equipment and refund the Contract Price plus the transportation and installation costs thereof.
37.2	The contractor shall indemnify BHEL from and against all claims and proceeding for or on account of infringement or alleged infringement of any patent rights, design trade mark or name or other protected rights in respect of execution of the contract.
38.0	INDEMNIFICATION OF BHEL The Contractor shall insure all his personnel, tools and tackles, drawings etc. and shall also take a third party liability cover to indemnify BHEL of all liabilities such may come up due to any act or omission on the part of Contractor, his agent, representative, or sub-contractor(s) and cause harm/damage to other contractor / representatives of the owner / BHEL or all or anybody rendering service to the owner/BHEL or is connected with the owner's /BHEL's work in any manner whatsoever. The Contractor shall necessarily indemnify BHEL in all these respects and the indemnification and insurance policy shall be subject to approval of the owner / BHEL.
39.0	PREVENTION OF EXTRAORDINARY TRAFFIC AND PROTECTION OF HIGHWAY The Contractor shall use every reasonable means to prevent any of the highways of bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the contractor or any or his sub-contractors and in particulars shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of Plant and material from and to the site shall be limited as far as reasonably possible and so that no damage or injury may be occasioned to such highways and bridges. Should it be found necessary for the Contractor to move one of more loads or construction plant machinery or reconstructed units or parts of units or work as applicable over part of a highway or bridge and that the moving or such load must in all probability damage the damage highway or bridge unless means of protection of strengthening are carried out then the contractor shall before moving the load on to such highway or bridge. Carryout such protection or strengthening at his own cost. If during the execution of the works or at anytime thereafter BHEL or purchaser shall receive any claim arising out of the execution of the works in respect or damage or injury to highways or bridges, he shall immediately notify the same to the contractor and thereafter the contractor shall negotiate the settlement of and pay all sum due in respect of such claim and shall indemnify BHEL in respect thereof and in respect or all claims demands, cost charges and expenses in relation thereto.
40.0	MEMBERS OF STAFF ETC NOT PERSONALLY LIABLE Neither any member of BHEL's staff nor the Engineer, nor the Engineer's representative shall be in any way personally liable for the acts or obligations under the contract or answerable for any default or omission on the part of BHEL in the observance or performance of any of the acts, matters, or things which are herein contained.
41.0	POWER TO VARY OR OMIT WORK
41.1	No alternations, amendments, omissions, additions, suspensions or variation of the work (hereinafter referred as "variations") under the contract shall be made by the contractor except as directed in writing by BHEL. But BHEL shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable, as though the said variations occurred in the contract Documents.
41.2	If any suggested variations would in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract he shall notify BHEL thereof in writing and BHEL shall decide forthwith whether or not the same shall be carried out and if BHEL confirms his instruction, the contractor's obligations and guarantee shall be modified to such and extent as may be justified.
42.0	SUSPENSION OF WORK
42.1	BHEL reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provision of the contract. Orders for suspension or reinstatement of the work will be issued by BHEL to the contractor in writing. The time for completion of the work be extended for a period equal to duration of the suspension.
42.2	Any necessary demonstrable costs incurred by the contractor as a result of such suspension of the work will be paid by BHEL, provided such costs are substantiated to the satisfaction of BHEL/owner. BHEL shall not be responsible for any liabilities is suspension or delay is due to some default on the part of the contractor or his sub-contractor.
43.0	LIST OF STANDARDS FOR REFERENCE

43.1	International Standards Organisation (ISO).
43.2	International Electro-technical Commission (IEC).
43.3	American Society of Mechanical Engineers (ASME).
43.4	American National Standards Institute (ANSI).
43.5	American Society for Testing and Materials (ASTM).
43.6	American Institute of Steel Construction (AISC).
43.7	American Wilding Society (AWS).
43.8	Architecture Institute of Japan (AIJ).
43.9	National Fire Protection Association (NFPA).
43.10	National Electrical Manufacturer's Association (NEMA).
43.11	Japanese Electro-Technical Committee (JEC).
43.12	Institute of Electrical and Electronics Engineers (IEEE).
43.13	Federal Occupation Safety and Health Regulations (FOSHA).
43.14	Instrument Society of America (ISA).
43.15	National Electric Code (NEC).
43.16	Heat Exchanger Institute (HEI).
43.17	Tubular Exchanger Manufacturer's Association (TEMA).
43.18	Hydraulic Institute (HIS).
43.19	International Electro-Technical Commission Publications.
43.20	Power Test Code for Steam Turbines (PTC).
43.21	Application German Standards (AGS).
43.22	Application British Standards (ABS).
43.23	Application Japanese Standards (AJS).
43.24	Electric Power Research Institute (EPRI).
43.25	Standard of Manufacturer's Standardisation Society (MSS).
43.26	Bureau of Indian Standards Institute (BIS).
43.27	Indian Electricity Rules.
43.28	Indian Boiler Regulations (IBR).
43.29	Indian Explosives Act.
43.30	Indian Factories Act.
43.31	Tariff Advisory Committee (TAC) Rules.
43.32	Emission regulation of Central Pollution Control board (CPCB).
43.33	Pollution Control regulations of Dept of Environment Govt of India.
43.34	Central Board of Irrigation and Power (CBIP) Publications.
43.35	Any other statutory Codes/ Standards/ Regulations.

TENDER NO	PSER:SCT:MJA-E870:08	
VOLUME	IC	SPECIAL CONDITIONS OF CONTRACT (SUPPLY)

JOB	OPERATION & MAINTENANCE (O&M) OF 11 KV CONSTRUCTION POWER NETWORK WITH TRANSFORMERS, LT KIOSKS, 11 KV OVERHEAD LINE, TEMPORARY ILLUMINATION WORK ETC	
CAPACITY	2 x 500 MW UNIT # 1 & 2	
PROJECT	MEJIA-B THERMAL POWER STATION, WEST BENGAL	

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt Of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

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These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (Volume-IA & Volume-IB). In case of any conflict or inconsistency between the GCC and SCC, the same shall be brought out by the bidder in writing to BHEL for clarification before submission of the bid documents; failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the contractor. These special conditions have been prepared in two parts, Volume-IC (applicable for supply part) and Volume-ID (applicable for service part)

CLAUSE NO	DESCRIPTION
1.0	BROAD SCOPE OF WORK
1.1	The work to be done under this specification comprises of design, engineering, manufacturing, assembly, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over of equipments, as applicable, as per Volume-III, Price Schedule of tender document.
1.2	The scope of work broadly covers as per specification under Volume-II, Volume-III & elsewhere in the document.
1.3	Transportation of materials on FOR destination/site basis and door delivery of materials at site.
1.4	Preparing the schedules & furnishing progress report in requisite mode and number.
2.0	SITE VISIT
	Bidder should visit site and acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of bid.
3.0	PROJECT MANAGEMENT
	As per provisions of Volume-IA & Volume-ID, as applicable.
4.0	SERVICES TO BE RENDERED BY THE CONTRACTOR
	As per provisions of Volume-IA & Volume-ID, as applicable.
5.0	COMMUNICATION
	As per provisions of Volume-IA & Volume-ID, as applicable.
6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
6.1	Except where otherwise specified, the plant/ equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted standard specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/ equipment in the same detail as would be possible had there been a standard specification.
6.2	Where the bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each standard specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
6.3	In the event of any conflict between codes & standards referred above, and requirements of specification, requirements which are more stringent shall govern.
6.4	Wherever specified or required the plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc, wherever required, obtaining approval for plant/ equipment supplied under the scope from statutory authorities shall be bidder's responsibility.
7.0	ENGINEERING SERVICES
	As per provisions of Volume-IA & Volume-ID, as applicable.
8.0	INSURANCE
8.1	BHEL shall arrange comprehensive MCE insurance policy. The contractor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the contractor shall be held responsible for the loss/ damage/ theft/ of materials during transit. The bidder shall provide assistance in lodging & settlement of claim for losses/ damages/ theft if occurred during transit.
8.2	Other provisions of insurance are stipulated in Volume-IA of this tender.
9.0	CONTRACT PRICE

9.1	Bidder shall quote their rates/ price strictly in accordance with prescribed Price Schedule, Volume-III as per terms & conditions of tender.
9.2	The quantities of the various items mentioned in Volume-III, Price Schedule are approximate, based on very preliminary information and may vary to any extent or to be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of the this contract including extra items, if any, but excluding any price variation remains, if any, remains within (+/-) 30 % (plus/ minus thirty percent) of the awarded price.
10.0	TAXES AND DUTIES
10.1	Bidder's quoted rates shall be inclusive of all applicable taxes, duties etc taking into account of all credits, like CENVAT, input credit on VAT, etc.
10.2	The bidder shall ensure that all taxes, duties are properly calculated and paid and exemption and benefits are fully availed of.
10.3	Variations or new taxes, duties etc, imposed by statutory authority shall not be reimbursed/ paid by BHEL and bidder's quoted rates/ price shall be inclusive of all these.
10.4	TDS certificate will be issued by the purchaser as per provision in Govt rules.
11.0	TIME SCHEDULE
	As per Volume-ID.
12.0	SCHEDULE OF SUPPLY
	The contractor shall supply various items within 15 days of BHEL's written instructions within the stipulated time schedule.
13.0	MOBILISATION ADVANCE
	No mobilisation advance shall be given for this contract.
14.0	SECURITY DEPOSIT
	Security deposit for this part of specification shall be governed by the provision of GCC, Volume-IA. Alternately, bidder may submit bank guarantee equivalent to 100 % of security deposit amount.
15.0	PERFORMANCE BOND
	Performance bond for this part of specification shall be governed by the provision of GCC, Volume-IA.
16.0	PAYMENT TERMS
16.1	The bidder shall submit his running bill once in a month at the end of each month. The RA bill complete in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed and EPF compliance certificate from EPF authority, will be paid within 30 days of submission of the bill. The measurement will be taken as specified in terms and conditions of contract and certified by the BHEL engineer of actual work.
16.2	Interim payment shall be limited to 95 % of the gross value of interim bill on item rate basis and the retained 5% from each RA bill, will be released along with final bill. All admissible recovered/ adjustments etc shall be made from the interim payable amount.
16.3	BHEL at their discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirements according to the progress of work.
17.0	ESCALATION/ PVC
	Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.
18.0	REVISION ON ACCEPTED CONTRACT RATE
	No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever.
19.0	GUARANTEE
19.1	The contractor shall warrant that the equipment will be new and in accordance with the contract documents and free from defects arising due to deficiencies in design and engineering and from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the satisfactory completion of

	trial operations and handing over. The equipment shall operate satisfactorily and reliably and the performance and efficiency of the equipment (s) shall not be less than the respective guaranteed values.
19.2	Other provision shall be as per the GCC.
20.0	LIQUIDATED DAMAGES
20.1	Subject to force majeure, if contractor fails to supply all required materials/ equipments (stores) of package as per time schedule of tender, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.25 % (quarter percent) of the contract price, including taxes and duties for delay of each week or part thereof. The liability for delay shall not in any case exceed 5 % (five percent) of the contract price, including taxes and duties.
20.2	Other provisions shall be as per Volume-IA & Volume-ID, as applicable.
21.0	CONSIGNEE
	Consignee for material shall be intimated on a later date.
22.0	BANKER
	The address of banker for negotiation of documents is as follows. State Bank of India, NS Road, Kolkata – 700 001
	Or shall be as per intimation given by BHEL on a later date.
23.0	PAYING AUTHORITY
	Construction Manager, BHEL site office, Mejia TPS, PO – MTPS, Dist - Bankura, West Bengal
	Any change of above shall be intimated to the contractor accordingly.
24.0	APPROVED MANUFACTURER / SUB-VENDOR
	For all bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the tender or obtain prior approval of BHEL engineer.
25.0	QUALITY
25.1	To ensure that the equipment & services under the scope of the contract whether manufactured/ performed at contractor's works or at his sub-contractor's premises or at any other place of work are in accordance with the specifications the contractor shall adopt suitable quality assurance programme to control activities as necessary.
25.2	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per BHEL's quality policy and as per direction BHEL's engineer.
26.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.

TENDER NO	PSER:SCT:MJA-E870:08
VOLUME	III PRICE SCHEDULE, REV-1

JOB	OPERATION & MAINTENANCE (O&M) OF 11 KV CONSTRUCTION POWER NETWORK WITH TRANSFORMERS, LT KIOSKS, 11 KV OVERHEAD LINE, TEMPORARY ILLUMINATION WORK ETC
CAPACITY	2 x 500 MW UNIT # 1 & 2
PROJECT	MEJIA-B THERMAL POWER STATION, WEST BENGAL

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt Of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

VOLUME-III PRICE SCHEDULE, REV-1	
Operation & maintenance (O&M) of 11 KV construction power network with transformers, LT kiosks, 11 KV overhead line, temporary illumination work etc for 2x500 MW unit # 1 & 2 at Mejia-B TPS, West Bengal.	
TENDER NO - PSER:SCT:MJA-E870:08	
PREAMBLE	
1.0	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other volumes of tender as applicable.
2.0	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3.0	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4.0	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the tender document and this schedule.
5.0	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains within thirty percent ($\pm 30\%$) of the contract price.
6.0	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same.
7.0	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
8.0	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted.
9.0	The tender shall be deemed to have studied the specifications, details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
10.0	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.

VOLUME-III (SUMMARY, PART-1+PART-2) PRICE SCHEDULE, REV-1		
Operation & maintenance (O&M) of 11 KV construction power network with transformers, LT kiosks, 11 KV overhead line, temporary illumination work etc for 2x500 MW unit # 1 & 2 at Mejia-B TPS, West Bengal.		
TENDER NO - PSER:SCT:MJA-E870:08		
SL NO	DESCRIPTION	AMOUNT (Rs)
1.0	TOTAL PRICE FOR SUPPLY PART (PART-1).	
2.0	TOTAL PRICE FOR SERVICE PART (PART-2).	
3.0	TOTAL (PART-1 + PART-2)	
NOTE		
1.0	Bidder to note that total price indicated above at 3.0 shall be considered for evaluation as such, shall be complete in all respect for the full scope defined and considering all terms & conditions of tender.	

**VOLUME-III (PART-1, SUPPLY)
PRICE SCHEDULE, REV-1**

Operation & maintenance (O&M) of 11 KV construction power network with transformers, LT kiosks, 11 KV overhead line, temporary illumination work etc for 2x500 MW unit # 1 & 2 at Mejia-B TPS, West Bengal.

TENDER NO - PSER:SCT:MJA-E870:08

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
1.0	Supply of single compression glands.			
1.1	Cable OD above 15 mm upto 30 mm.	20	NO	
1.2	Cable OD above 30 mm upto 40 mm.	20	NO	
1.3	Cable OD above 30 mm upto 40 mm.	20	NO	
1.4	Cable OD above 40 mm upto 50 mm.	20	NO	
1.5	Cable OD above 50 mm upto 60 mm.	30	NO	
1.6	Cable OD above 60 mm upto 75 mm.	30	NO	
2.0	Supply of lugs.			
2.1	400/ 300 sqmm Aluminium.	50	NO	
2.2	300/ 240 sqmm Aluminium.	50	NO	
2.3	185/ 150 sqmm Aluminium.	50	NO	
2.4	120/ 95 sqmm Aluminium.	50	NO	
2.5	70/ 50 sqmm Aluminium.	50	NO	
2.6	35/ 25 sqmm Aluminium.	50	NO	
2.7	16/ 10 sqmm Copper.	50	NO	
2.8	6/ 4 sqmm Copper.	60	NO	
2.9	2.5/ 1.5 sqmm Copper.	60	NO	
3.0	Supply of cable termination kits.			
3.1	Out door type cable end termination kit (Raychem make heat shrinkable type) for 3Cx185 sqmm 11 KV grade XLPE cable.	2	NO	
3.2	Indoor type cable end termination kit (Raychem make heat shrinkable type) for 3Cx185 sqmm 11 KV grade XLPE cable.	2	NO	
4.0	Supply of straight thru joint kit for 1.1 KV (LT) cables.			
4.1	3 or 3-1/ 2 core cables, 400/ 300 sqmm.	10	NO	
4.2	3 or 3-1/ 2 core cables, 185/ 150 sqmm.	10	NO	
4.3	3 or 3-1/ 2 core cables, 120/ 95 sqmm.	10	NO	
4.4	3 or 3-1/ 2 core cables, 70/ 50 sqmm.	10	NO	
5.0	Supply of metal enclosed switch fuse unit.			
5.1	400 A TPN with HRC fuse cubicle type.	2	NO	
5.2	200 A TPN (do).	4	NO	
5.3	100 A TPN (do).	6	NO	
5.4	63 A TPN (rewirable type).	10	NO	
5.5	32 A DP with neutral link (do).	10	NO	
6.0	Supply of lighting/ building electric maintenance spares (make - Phillips/ Bajaj/ Crompton/ GE/ Anchor/ ISI stamped/ reputed brand).			
6.1	Choke for 40 W fluorescent lamp set (do).	100	NO	
6.2	Starter (do).	200	NO	
6.3	Fluorescent tube lamp 40 W.	300	NO	
6.4	Incandescent lamp 60/ 100 W.	50	NO	
6.5	Halogen lamp 1000 W.	20	NO	
6.6	Halogen lamp 500 W.	10	NO	
6.7	HPSV lamp 400 W.	200	NO	
6.8	HPSV lamp 250 W.	50	NO	
6.9	HPSV lamp 150 W.	50	NO	
6.10	HPSV lamp 70 W.	40	NO	
6.11	Choke/ ballast for 400 W HPSV set (do).	100	NO	
6.12	Choke/ ballast for 250 W HPSV set (do).	50	NO	
6.13	Choke/ ballast for 70 W HPSV set (do).	50	NO	
6.14	Ignitor for 400 W HPSV set (do).	100	NO	

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
6.15	Ignitor for 250 W HPSV set (do).	50 NO		

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
6.16	Ignitor for 70 W HPSV set (do).	50	NO	
6.17	Capacitor for 400 W HPSV.	100	NO	
6.18	Capacitor for 250 W HPSV.	50	NO	
6.19	Capacitor for 70 W HPSV.	50	NO	
6.20	15 A combined plate switch fuse & socket (Anchor/ Pritam/ Leader).	25	NO	
6.21	5 A piano switch (do).	50	NO	
6.22	5 A 5 pin socket (do).	50	NO	
6.23	5 A 3 pin plug top (do).	50	NO	
6.24	5 A fuse base & top (do).	50	NO	
6.25	Wooden switchboard (top & bottom) 6"x4" or its multiple (proportional rate).	25	NO	
6.26	MCB 6/ 10 A (MDS/ Havells).	25	NO	
6.27	MCB 16/ 20 A (do).	25	NO	
6.28	MCB 32 A (do).	25	NO	
6.29	Plastic enclosure for MCBs (one/ two MCBs).	25	NO	
6.30	Capacitor for ceiling fan (wire terminal type).	25	NO	
7.0	Office/ stores electrification works.			
7.1	200 amps indoor 415V 3 ph 4 wire type TPN wall mounted busbar with Incoming 250 A isolator & 5 nos outgoing main switch - 63 A complete with all wiring & terminations, mounting frames etc.	5	NO	
7.2	Earth pit as per IS:3043 including masonry work & cast Iron cover, GI pipe 50 mm dia 3 m long class B with funnel & holes in the body for watering, pit with alternative layer of charcoal & salt.	10	NO	
7.3	40 mm dia GI pipe earth electrode by directly driving in soil including excavation if required.	10	NO	
7.4	MCB distribution board with sheet metal enclosure, Incoming 100 amps TP MCB, outgoing 4 nos 32 amps MCBs complete with internal busbars.	10	NO	
7.5	240 V single phase single door distribution fuse box of sheet metal complete with internal looping arrangements with fuse/ base 15 A x 4 nos outgoing.	20	NO	
7.6	8 SWG GI wire earthing.	100	MTR	
7.7	14 SWG GI earth continuity wiring.	200	MTR	
7.8	Ceiling fans 48 " sweep.	50	NO	
7.9	Exhaust fan with louvers - 12 " sweep.	5	NO	
7.10	Pedestal fan - 16" sweep.	5	NO	
7.11	Fluorescent 2x40 W decorative false ceiling type, with box base & mirror type reflectors with fixing/ hanging material/ hardware.	25	NO	
7.12	Fluorescent 2x40 watts with box base & vitrious enamelled reflectors with fixing/ hanging material/ hardware.	25	NO	
7.13	1 " dia PVC conduit with bends/ tees/ ceiling roses with wooden base or boxes, fixing saddles/ clamps etc.	200	MTR	
7.14	1/2" dia PVC conduit with bends/ tees/ ceiling roses with wooden base or boxes, fixing saddles/ clamps etc.	200	MTR	
7.15	Switchboard wooden 150x100 mm with matching cutouts and interconnections.	25	NO	
7.16	Switchboard wooden 200x300 mm with matching cutouts and interconnections.	25	NO	
7.17	5/ 6 A piano type switch.	100	NO	
7.18	5/ 6 A flush type power socket.	30	NO	
7.19	15 A flush type fuse base & top.	30	NO	
7.20	15/ 16 A piano type switch.	30	NO	
7.21	15/ 16 A flush type power socket.	30	NO	
7.22	15/ 16 A flush type fuse base & top.	30	NO	

SL NO	DESCRIPTION	QUANTITY		RATE (Rs)	AMOUNT (Rs)
7.23	Composit flush type 250 V, 6 pin 15A power socket with switch & fuse with internal looping.	30	NO		

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
7.24	MS/ cast iron clamp/ pipes/ hardware etc.	100 KG		
7.25	1.5 sqmm 650 V/ 1.1 KV grade PVC insulated copper wire.	500 MTR		
7.26	2.5 sqmm 650 V/ 1.1 KV grade PVC insulated copper wire.	500 MTR		
8.0	MS/ cast iron hardware for lattice tower/ ovrhead line pole structure.	200 KG		
9.0	6 SWG/ 8 SWG/ 10 SWG GI wire for earthing/ cradle guard.	200 KG		
TOTAL (PART-1)				

**VOLUME-III (PART-2, SERVICE)
PRICE SCHEDULE, REV-1**

Operation & maintenance (O&M) of 11 KV construction power network with transformers, LT kiosks, 11 KV overhead line, temporary illumination work etc for 2x500 MW unit # 1 & 2 at Mejia-B TPS, West Bengal.

TENDER NO - PSER:SCT:MJA-E870:08

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
1.0	MAN-POWER SERVICE			
1.1	Supervisor experienced in 33/ 11KV substation & overhead line maintenance {on lumpsum monthly pay basis, with paid weekly off & 10 + 2 (optional) holidays in a calender year.	30	MAN-MONTH	
1.2	Skilled electrician having experience in 33/ 11KV substation & overhead lines (minimum 5 years experience or ITI with one year experience) alongwith necessary tools, insulation tapes as required for the work [8 hrs shift per day, with paid weekly off & 10 + 2 (optional) holidays in a calender year].	90	MAN-MONTH	
1.3	Semiskilled electrician/ helper (minimum 3 years experience) alongwith necessary hand tools & miscellaneous consumables like insulation tape/ emery papers/ drill bits etc as required for the work [8 hrs shift per day, with paid weekly off & 10 + 2 (optional) holidays in a calender year].	120	MAN-MONTH	
1.4	Unskilled helper alongwith hand tools as required for the work [one shift of 8 hrs per day, with paid weekly off & 10 + 2 (optional) holidays].	120	MAN-MONTH	
2.0	JOB/ WORKS			
2.1	Overhead line/ sub-station repair & renovation.			
2.1.1	Dismantling, removal & return to BHEL store of 9 to 12 mtr PCC/ rail pole alongwith all accessories/ stay/ arms/ tie channels/ earthing rods etc of 11 KV/ LT O/H lines, with refilling of the void & disposal of rubbish.	10	NO	
2.1.2	Erection of 9 to 12 mtr PCC/ rail pole by receiving from stores alongwith insulator/ arms/ tie channels/ earthing rods/ stay etc for 11 KV/ LT O/H lines, with refilling back of void & disposal of rubbish, with all civil work & providing all cement/ concrete materials, fabrication of the arm/ tie angle/ channel & painting materials.	10	NO	
2.1.3	Oil filtration/ dry out of 500 KVA/ 315 KVA transformer at different occassions alongwith changing/ replacement of gaskets/ arresting leakages by dismantling & gas welding/ brazing as & when required.	9	NO	
2.1.4	Oil filtration/ dry out of 1600 KVA transformer at different occassions alongwith changing/ replacement of gaskets/ arresting leakages by dismantling & gas welding/ brazing as & when required.	2	NO	
2.1.4.1	Dismantling of 500 or 315 KVA transformer return to store.	7	NO	
2.1.4.2	Reerection of above and commissioning.	7	NO	
2.1.5	Dismantling of DOG ACSR conductor with insulators, returning to store.	500	MTR	
2.1.6	Erection DOG ACSR conductor alongwith insulators (issue from store).	500	MTR	
2.1.7	Dismantling & return of existing cradle guard of overhead line (span length wise).	300	MTR	
2.1.8	Erection of cradle guard with 6/ 8/ 10 SWG GI wire (issue from BHEL store) - line span lengthwise.	300	MTR	
2.1.9	Earthing with 6/ 8/ 10 SWG GI wire (issue from store).	200	MTR	

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
2.1.10	Dismantling of 11 KV pole mounted GOAB switch with accessories/ DO fuse assembly etc.	2	SET	

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
2.1.11	Erection of 11 KV pole mounted GOAB switch with accessories/ DO fuse assembly etc (issue from BHEL store).	2	SET	
2.1.12	Diamantling & return of 11 KV LA set (three nos) complete in all respect.	2	SET	
2.1.13	Erection of 11 KV LA set (three nos) complete in all respect (issue from BHEL store).	2	SET	
2.1.14	Dismantlaing & return of LT power distribution board - 800 to 400 A (including type - A & B).	6	SET	
2.1.15	Erection of LT power distribution board - 800 to 400 A (including type - A & B) - issue from BHEL store.	6	SET	
2.2	Cabling work.			
2.2.1	Laying of 1.1 KV grade PVC LT cable directly below ground (min 600 mm depth) which includes excavation of trench in all kinds of soil.			
2.2.1.1	3 or 3-1/ 2 core cables, 400 / 300 sqmm.	3000	MTR	
2.2.1.2	3 or 3-1/ 2 core cables, 185/150/120 sqmm.	2000	MTR	
2.2.1.3	3 or 3-1/ 2 core cables, 95/ 70/ 50 sqmm.	2000	MTR	
2.2.1.4	3 or 3-1/2 core cables, 35/ 25 sqmm.	2000	MTR	
2.2.1.5	4 or 3 or 3-1/2 core cables, 16 / 10 / 6 sqmm or 12/ 10/ 7 core 2.5/ 1.5 sqmm cables.	2000	MTR	
2.2.1.6	4 or 2 core 4 sqmm or 2/ 3/ 4 core 2.5/ 1.5 sqmm cable.	2000	MTR	
2.2.1.7	3 core 185/ 120 sqmm 11 KV or 6.6 KV grade cable.	200	MTR	
2.2.2	Laying of 1.1 KV grade PVC LT cable on existing structure, wall, floor, cable tray or readymade trenches etc.			
2.2.2.1	3 or 3-1/ 2 core cables, 400/ 300 sqmm.	2000	MTR	
2.2.2.2	3 or 3-1/ 2 core cables, 185/ 150/ 120 sqmm.	1000	MTR	
2.2.2.3	3 or 3-1/ 2 core cables, 95/ 70/ 50 sqmm.	2000	MTR	
2.2.2.4	3 or 3-1/2 core cables, 35/ 25 sqmm.	2000	MTR	
2.2.2.5	4 or 3 or 3-1/ 2 core cables, 16/ 10/ 6 sqmm or 12/ 10/ 7 core 2.5/ 1.5 sqmm cables.	2000	MTR	
2.2.2.6	4 or 2 core 4 sqmm or 2/ 3/ 4 core 2.5/ 1.5 sqmm cable.	2000	MTR	
2.2.2.7	3 core 185/ 120 sqmm 11 KV or 6.6 KV grade cable.	200	MTR	
2.2.3	Removal of existing buried cable after excavataion and back filling returning to store after coiling.			
2.2.3.1	3 or 3-1/ 2 core cables, 400/ 300 sqmm.	3000	MTR	
2.2.3.2	3 or 3-1/ 2 core cables, 185/ 150/ 120 sqmm.	2000	MTR	
2.2.3.3	3 or 3-1/ 2 core cables, 95/ 70/ 50 sqmm.	2000	MTR	
2.2.3.4	3 or 3-1/2 core cables, 35/ 25 sqmm.	2000	MTR	
2.2.3.5	4 or 3 or 3-1/2 core cables, 16/ 10/ 6 sqmm or 12/ 10/ 7 core 2.5/ 1.5 sqmm cables.	2000	MTR	
2.2.3.6	4 or 2 core 4 sqmm or 2/ 3/ 4 core 2.5/ 1.5 sqmm cable.	2000	MTR	
2.2.3.7	3 core 185/ 120 sqmm 11 KV or 6.6 KV grade cable.	200	MTR	
2.2.4	Removal of existing cable laid in open/ on tray in trench, returning to store after coiling.			
2.2.4.1	3 or 3-1/ 2 core cables, 400/ 300 sqmm.	2000	MTR	
2.2.4.2	3 or 3-1/ 2 core cables, 185/ 150/ 120 sqmm.	2000	MTR	
2.2.4.3	3 or 3-1/ 2 core cables, 95/ 70/ 50 sqmm.	2000	MTR	
2.2.4.4	3 or 3-1/2 core cables, 35/ 25 sqmm.	2000	MTR	
2.2.4.5	4 or 3 or 3-1/2 core cables, 16/ 10/ 6 sqmm or 12/ 10/ 7 core 2.5/ 1.5 sqmm cables.	2000	MTR	
2.2.4.6	4 or 2 core 4 sqmm or 2/ 3/ 4 core 2.5/ 1.5 sqmm cable.	2000	MTR	
2.2.4.7	3 core 185/ 120 sqmm 11 KV or 6.6 KV grade cable.	200	MTR	
2.3	Street light post/ lighting towers (BHEL will not issue free crane in these cases).			

SL NO	DESCRIPTION	QUANTITY	RATE (Rs)	AMOUNT (Rs)
2.3.1	Dismantling, removal & return to BHEL store of street light post alongwith all accessories/ luminaires earthing rods etc with refilling of the void & disposal of rubbish.	10	NO	

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Operation & maintenance (O&M) of 11 KV construction power network with transformers, LT kiosks, 11 KV overhead line, temporary illumination work etc for 2x500 MW unit # 1 & 2 at Mejia-B TPS, West Bengal.	
Ref	01	Tender no PSER:SCT:MJA-E870:08.
	02	BHEL's NIT vide reference no PSER:SCT:MJA-E870:1279, dated 22-04-08.
	03	BHEL's TCN-01, vide reference no PSER:SCT:MJA-E870:TCN-01, dated 02-05-08.
	04	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and convey our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 1684