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**TENDER SPECIFICATION**

**TENDER NO. BHEL:NR:SCT: MARIB & SANA:INFRA:885**

**FOR**

**“Providing Furnished & Serviced Infrastructure Facilities and  
Miscellaneous Services to BHEL on rent at Marib 400 MW  
GTPSP Phase II, Yemen Site and in Sana’A”**

**PART I – TECHNICAL BID**



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



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

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)  
Phone: 0091-0120-2416273 / 2416296  
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Email: [swapan@bhel.com](mailto:swapan@bhel.com)/[pdas@bhel.com](mailto:pdas@bhel.com)

**TENDER NO. BHEL:NR:SCT: MARIB & SANA:INFRA:885**

**IMPORTANT NOTE**

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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Rev 01  
1<sup>st</sup> Jun  
2012

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



**NOTICE INVITING TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**  
**OR**  
**PURCHASE TENDERS FROM THIS OFFICE ALSO**

To

Dear Sir/Madam

**Sub : NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	<b>TENDER NUMBER</b>	BHEL: NR: SCT: MARIB & SANA: INFRA: 885
ii	<b>Broad Scope of job</b>	Providing Furnished & Serviced Infrastructure Facilities and Miscellaneous Services to BHEL on rent at Marib 400 MW GTPSP Phase II, Yemen Site and in Sana'A.
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <span style="float: right;">Applicable</span>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <span style="float: right;">Not Applicable</span>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <span style="float: right;">Applicable</span>
d	Volume-ID	<i>Forms and Procedures</i> <span style="float: right;">Applicable</span>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;">Applicable</span>
iv	<b>Issue of Tender Documents</b>	<ol style="list-style-type: none"> <li>1. <b>Sale from BHEL PS Regional office at : Start: 20/09/12, Time: 10.00 HRS. (IST) Closes: 13/10/12 , Time : 12.00 HRS (IST)</b></li> <li>2. <b>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b></li> </ol> Tender documents will be available for downloading from website till due date of submission <span style="float: right;">Applicable</span>
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date: 13/10/2012, Time: 15.00 HRS. (IST)</b> <b>Place : NOIDA(UP)--INDIA</b> <span style="float: right;">Applicable</span>
vi	<b>OPENING OF TENDER</b>	<b>Date: 13/10/2012, Time: 15.30 HRS. (IST)</b> (within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. <span style="float: right;">Applicable</span>
vii	<b>EMD AMOUNT</b>	3650/- USD or Rs. 2,00,000/- <span style="float: right;">Applicable</span>

viii	<b>COST OF TENDER</b>	40/- USD or Rs 2000/-.	Applicable/Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	Date: 04/10/12 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date :	Applicable/Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	Shri J. M. Lyngdoh, IAS (Retd.) Plot No. 144-145, Pragati Resort, Proddator Village & P.O., Shankarpally Road, Rangareddy Distt. (AP)- 500 033	Applicable/Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference.

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT:	

	DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender  <u>OR</u> Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender	

	2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)	
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<b>PART-II</b>		
<b>PRICE BID</b> consisting of the following shall be enclosed		
	<b><u>ENVELOPE-III</u></b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
<b>CONTAINING THE FOLLOWING</b>		
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

<b>OUTER COVER</b>		
	<b><u>ENVELOPE-IV</u></b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
<b>CONTAINING THE FOLLOWING:</b>		
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> </ul>	

**SPECIAL NOTE:** All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

**Offer can also be sent through e-mail at following mail address. In such a case both Part-I and Part-II of the offer should be sent and offer in two parts must reach before due date and time of submission. Part-II (Price Bid) should be sent as password protected. Password shall be communicated by the bidder to the undersigned on the date of price bid opening. Original copy of the offer should be dispatched prior to due date of submission of offer.**

**Mail ID - swapan@bhelpsnr.co.in**

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

**9.0 Assessment of Capacity of Bidders:**

**~~Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:~~**

- ~~I. **LOAD:** Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)~~

- ~~i). Total number of Packages~~

~~Total number of Packages in hand = P~~

~~Where~~

- ~~• P is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced.~~

- ~~ii) Weightage "A" assigned to bidders based on Total number of Packages 'P':~~

- ~~a) If 'P' = 0-9, : "A" will be equal to '4'~~
- ~~b) If 'P' = 10-18, : "A" will be equal to '3'~~
- ~~c) If 'P' = 19-36, : "A" will be equal to '2'~~
- ~~d) If 'P' = 37-60, : "A" will be equal to '1'~~
- ~~e) If 'P' is above 60 : "A" will be equal to '0'~~

- ~~II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)~~

- ~~i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions:~~

~~This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:~~

- ~~a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc be the packages (under execution/ executed during the 'Period of Assessment' in all Regions) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (ie  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )~~
- ~~b) Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package  $P_1$ . Similarly  $T_2$  for package  $P_2$ ,  $T_3$  for package  $P_3$ , etc for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (ie  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )~~
- ~~c) Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1,1}, S_{1,2}, S_{1,3}, S_{1,4}, S_{1,5}, \dots, S_{1,N}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (ie  $S_1 = S_{1,1} + S_{1,2} + S_{1,3} + S_{1,4} + S_{1,5} + \dots + S_{1,N}$ ).~~

Similarly  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$ , etc for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e ' $S_T$ ' =  $S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ )

d) **Overall Performance Rating ' $R_{BHEL}$ ' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):**

\_\_\_\_\_ **Aggregate of Performance scores for all similar packages in all the Regions**

= \_\_\_\_\_

\_\_\_\_\_ **Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions**

\_\_\_\_\_  $S_T$

= \_\_\_\_\_

\_\_\_\_\_  $T_T$

e) **Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder**

f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl # e	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions →	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No of similar packages for all Regions = $P_T$ ie Sum ( $\Sigma$ ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package ( as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $T_T$
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1-1}$ $S_{1-2}$ $S_{1-3}$ $S_{1-4}$ ... $S_{1-T1}$	$S_{2-1}$ $S_{2-2}$ $S_{2-3}$ $S_{2-4}$ ... $S_{2-T2}$	$S_{3-1}$ $S_{3-2}$ $S_{3-3}$ $S_{3-4}$ ... $S_{3-T3}$	$S_{4-1}$ $S_{4-2}$ $S_{4-3}$ $S_{4-4}$ ... $S_{4-T4}$	$S_{5-1}$ $S_{5-2}$ $S_{5-3}$ $S_{5-4}$ ... $S_{5-T5}$	... ... ... ... ... ...	$S_{N-1}$ $S_{N-2}$ $S_{N-3}$ $S_{N-4}$ ... $S_{N-TN}$	_____
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	$S_1$	$S_2$	$S_3$	$S_4$	$S_5$	...	$S_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $S_T$

ii) ~~Weightage “B” assigned to bidders based on Overall Performance Rating ( $R_{BHEL}$ ) at Power Sector Regions, for the respective Package:~~

- a) ~~If  $R_{BHEL}$  is  $\geq 80\%$ , “B” will be equal to ‘6’~~
- b) ~~If  $R_{BHEL}$  is  $\geq 75\% < 80\%$ , “B” will be equal to ‘5’~~
- c) ~~If  $R_{BHEL}$  is  $\geq 70\% < 75\%$ , “B” will be equal to ‘4’~~
- d) ~~If  $R_{BHEL}$  is  $\geq 65\% < 70\%$ , “B” will be equal to ‘3’~~
- e) ~~If  $R_{BHEL}$  is  $\geq 60\% < 65\%$ , “B” will be equal to ‘2’~~
- f) ~~If  $R_{BHEL}$  is  $< 60\%$ , “B” will be equal to ‘0’~~

III. ~~‘Assessment of Capacity of Bidder’ to be Qualified for the tender:~~

~~Shall be based on the sum of the weightages obtained in ‘LOAD’ (A) and ‘PERFORMANCE’ (B) as below:~~

- a) ~~If the sum (A+B) is 6 or above for each of the applicable Package, then the Bidder is considered ‘Qualified’ for the tender~~
- b) ~~If the sum (A+B) is less than 6 for any of the applicable Package, then the Bidder is considered ‘NOT Qualified’ for the tender~~

IV. ~~Explanatory note:~~

- a) ~~Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the ‘identified packages as per Table 1 below), the ‘PERFORMANCE’ part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder’s capacity to execute the tendered scope is assessed in line with III above~~
- b) ~~Identified Packages (Unit wise)~~

~~Table-1~~

	Civil	Electrical & CI	Mechanical
	i). <del>Enabling works</del>	i). <del>Electrical</del>	i). <del>Boiler &amp; Aux (All types including CW Piping if applicable)</del>
	ii). <del>Pile and Pile Caps</del>	ii). <del>CI</del>	ii). <del>Power Cycle Piping/Critical Piping</del>
	iii). <del>Civil Works including foundations</del>	iii). <del>Others (Elec &amp; CI)</del>	iii). <del>LP Piping</del>
	iv). <del>Structural Steel Fabrication &amp; Erection</del>		iv). <del>ESP</del>
	v). <del>Chimney</del>		v). <del>Steam Turbine Generator set &amp; Aux</del>
	vi). <del>Cooling Tower</del>		vi). <del>Gas Turbine Generator set &amp; Aux</del>
	vii). <del>Others (Civil)</del>		vii). <del>Hydro Turbine Generator set &amp; Aux</del>
			viii). <del>Turbo Blower (including Steam Turbine)</del>
			ix). <del>Material Handling</del>
			x). <del>Material Management</del>
			xi). <del>Material Handling &amp; Material Management</del>
			xii). <del>Others (Mechanical)</del>

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~~e) Vendors who are first timers to any BHEL Region, may be considered subject to satisfying other tender conditions. Eligibility of the party for the next tender of any package in that Region, shall be subject to the bidder satisfying the 'Assessment of Capacity of Bidder' for a period of first **nine months** after commencement of work or contract duration whatever is lesser.~~

~~In case the first timer is executing any other packages in any BHEL Region, then the performance evaluation will be based on the data available for the other packages though not similar, for the 'Period of assessment', for the purpose of 'Assessment of Capacity of Bidder'~~

~~d) Vendors who are not first timers and who have not been executing any package or packages similar to the packages under the tender in the 'Period of assessment', shall be considered qualified subject to them satisfying all other tender conditions.~~

~~e) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders', then BHEL at its discretion, reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R<sub>BHEL</sub>'** only.~~

~~f) 'Under execution' shall mean works in progress as per the following:~~

~~i. upto Boiler Steam Blowing in case of Steam Generator and Auxilliaries~~

~~ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)~~

~~iii. upto execution of at least 75% of anticipated contract value (unit wise), in case of Enabling works or Civil & Structures.~~

~~Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.~~

~~g) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work~~

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of

BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~

~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.~~

~~23.2 'Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~

- ~~23.3~~ Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- ~~23.4~~ Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- ~~23.5~~ In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- ~~23.6~~ Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- ~~23.7~~ Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- ~~23.8~~ In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- ~~23.9~~ Prime Bidder shall be responsible for the overall execution of the contract
- ~~23.10~~ In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- ~~23.11~~ In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- ~~23.12~~ In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- ~~23.13~~ After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- ~~23.14~~ The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- ~~23.15~~ In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL

- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B – Not Applicable
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

**Enclosure**

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List.
- 03. Other Tender documents as per this NIT.
- 04. Format of Integrity Pact
- 05. Format of Reverse Auction

**ANNEXURE - 1**

**PRE QUALIFYING REQUIREMENTS**

JOB	<b>Providing Furnished &amp; Serviced Infrastructure Facilities and Miscellaneous Services to BHEL on rent at Marib 400 MW GTPSP Phase II, Yemen Site and in Sana'A.</b>
TENDER NO.	<b>BHEL:NR:SCT: MARIB &amp; SANA:INFRA:885</b>

SL. NO.	CRITERIA
1.0	The Tenderer should be a registered company for carrying out such business in Yemen. Documentary evidence to be submitted.
2.0	<p><b>TECHNICAL:</b> Bidder who wish to participate, should have executed similar nature of work as per following details during the last seven years, ending on last date of submission of bid:</p> <p>2.1) One single work of at least \$ 5.0 Million or more.                      'OR'</p> <p>2.2) Two works of at least \$ 3.12 Million each or more.                      'OR'</p> <p>2.3) Three works of at least \$ 2.50 Million each or more.</p> <ul style="list-style-type: none"> <li>• Similar work means work of Prefabricated cabins or Porta Cabins or Building Work involving Structures/Civil work.</li> <li>• Work order along with completion certificate from respective customer to be submitted.</li> <li>• If the Qualifying work is executed in the 7 years period as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.</li> </ul>
3.0	The Tenderer should have a minimum average Turnover of \$ 1.88 Million during the last three financial Years i.e for FY 2008-09, 2009-10,2010-11 or for Calendar Years 2009,2010,2011. Bidders shall submit audited balance sheets and Profit and Loss accounts in support of this.
4.0	<b>Net Worth:</b> Net Worth of the Tenderer should be positive during the last three financial Years or Calendar Year based on latest audited accounts.
5.0	<b>Profit:</b> Tenderer should have earned cash profit in any one of the three financial years or Calendar Year based on latest audited accounts.
6.0	The bidder is required to enter into an Integrity Pact (I P) with BHEL against this tender / contract by signing and stamping all the pages of I P by authorized representative. Bidders, who do not accept and comply with this requirement shall not be considered against this tender.
7.0	Consortium arrangement will not be allowed.

**Note: In case documents submitted have currency other than USD then Currency Rate shall be as per the TT selling rates of SBI of previous day of last bid date.**

- **Assessment of Capacity of Bidder for this tender is not applicable.**

**ANNEXURE - 2**

**CHECK LIST**

**NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( √ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILIT Y(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO

15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :  
SIGNATORY

**AUTHORISED**  
(With Name, Designation and Company seal)

# **INTEGRITY PACT**

## **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

## **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

## **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

## **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 – Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal  
(Office Seal)

-----  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item / system with detailed scope of supply as per tender specification, BHEL-PSNR, NOIDA may resort to “REVERSE AUCTION PROCEDURE” i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. In case BHEL decides to conduct reverse auction, BHEL’s service provider shall contact the vendor directly and impart them the training.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. **Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in USD, which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.**
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider after completion of event on the same day preferably.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.

**TENDER NO. BHEL/NR/SCT/MARIB & SANA/INFRA/885**

**TECHINICAL CONDITIONS OF CONTRACT (TCC) PART – I & II**

**PAGE 2 O 2**

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

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Rev 00  
30<sup>th</sup> July  
2012

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

**TENDER FOR PROVIDING FURNISHED &  
SERVICED INFRASTRUCTURE  
FACILITIES AND MISCELLANEOUS  
SERVICES TO BHEL ON RENT AT:  
MARIB 400 MW GTPSP PHASE II,  
YEMEN. SITE AND IN SANA'A**



**BHARAT HEAVY ELECTRICALS LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

**POWER SECTOR :NORTHERN REGION**

PLOT NO 25,SECTOR 16 A,NOIDA,DISTT. GAUTAM BUDDH NAGAR ,INDIA

PIN :201301



**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- I: Project Information**

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information

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### 1-PROJECT SYNOPSIS

1. Name of the Owner : PUBLIC ELECTRICITY CORPORATION
2. Address : PUBLIC ELECTRICITY CORPORATION  
AIR PORT STREET, P.O.BOX-178  
SANA'A, REPUBLIC OF YEMEN
3. Installed capacity : 3 x V 94.2
4. New Installation : 4 x V 94.2
5. Nearest City : MARIB – APPROX. 50 km
6. Nearest Airport : SANA'A – APPROX. 250 km
7. Nearest Seaport : ADEN
8. Temperature : MAX. 48 Deg. C , MIN. 2 Deg. C
9. Relative Humidity : MIN. 2% , MAX. 98%
10. Wind Speed : Basic wind speed 34 m/s (120 km/hr)
11. Seismic Zone : 2 A Seismic acceleration 0.15 g
12. Geographical Location : 15 00 N, 48 00 E
13. Site : The Site of Marib Power Plant is approximately 250 Km from Sana'a, capital town of Yemen and is located in the east of Yemen. Marib is the most famous ancient city in Yemen. The old city of Marib lies in the Sabean plains on the outskirts of the east Yemen desert Mafazet Saihad'. The site conditions are Mostly desert; hot and humid along west coast; temperate in western mountains affected by seasonal monsoon; extraordinarily hot, dry, harsh desert in east Terrain narrow coastal plain backed by flat-topped hills. The area usually faces sand storms and dust storms in summer.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- II: Scope of work

### 2.0 BROAD SCOPE OF WORK

DESIGN & DEVELOP / CONSTRUCT INFRASTRUCTURE FACILITIES AS PER BHEL'S REQUIREMENT ON THE BASIS OF **BUILT, OPERATE & MAINTAIN** DURING CONTRACT PERIOD AND TAKE BACK AFTER COMPLETION OF CONTRACT PERIOD AND PROVIDING MISCELLANEOUS SERVICES AS PER BHEL'S REQUIREMENT AT SITE: MARIB 400 MW GTPSP PHASE II, YEMEN AND AT SANA'A. **ON RENT BASIS. During the Contract period ,operation and maintenance of all the items and services provided, are in tenderers Scope.**

Tenderer has to provide for fully furnished & serviced Infrastructure facilities and Miscellaneous Services on rent basis to meet the requirements as stated below:

1. Offices at site.
2. Storage Sheds and Yards at site.
3. Residences at site.
4. Residences at Sana'a.
5. Security services
6. Other Miscellaneous Services at Site and at Sana'A.

Infra-Structure facilities as listed above should have all the state of the art and modern amenities to facilitate the Quality Living and Working ambience of international standard.

**The above services shall be hired by BHEL in phased manner and the tenderer has to furnish his rates in attached Bill of Quantity cum Rate Schedule.**

The rate of Services shall be inclusive of but not limited to the following support systems viz Power Generation through DG sets, Power Distribution, Illumination, Area Lighting through Lighting Masts, making approach roads, Water supply(service & drinking), Sewerage, Drainage, Sanitation, Trash Disposal, Fencing of Areas ,Fire Fighting, Cleaning and House-keeping services with Manpower, Materials and Consumables etc. complete.

The scope includes supply, transportation, installation, commissioning (including all types of civil works involved in the installation of the cabins including carpentry, sewerage, plumbing, water pipelines etc.), its maintenance & also dismantling / clearing site at the end of the contract, within the quoted rates. All furnishings & accessories will be in the bidder's scope within the quoted rate.

**During the entire contract period, if any, furnishings & accessories got damaged at any time or gives shabby look; bidder shall replace them immediately without extra cost to BHEL failing which BHEL shall have right to get it replaced at contractor's risk & cost by adding 5% charges on actual cost to BHEL.**

### 2.1 Technical Conditions:

#### A. Offices (BOQ Item No : A1,A2, A3)

1. Size of offices shall be as given in BOQ and as per attached Layouts at annexures- (B1, B2 & B3). However these layouts may change as per site requirements. Even if Layout is changed, efforts shall be made that area is not changed substantially. In case Area is also changed substantially; payment shall be made on proportional basis for actual area. Porta Cabin Type of Structure shall also be acceptable.
2. Offices shall be fully air conditioned with modular concept, designed and fabricated as per international standard resistant to hostile environment and considering climatic conditions with wind and earthquake loads as applicable. The structure shall be prefabricated/Pre-engineered/. The design of frame work, will have to be got approved from a recognized Institute/Agency for safety of structure w.r.t strength and fire. All the materials shall have to be got approved from BHEL before use.
3. Floor level should be at least 300 mm above road level.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- II: Scope of work

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4. Washroom flooring shall be antiskid.
5. Besides Air conditioners, Heaters will have to be provided if required to maintain a comfortable temperature all the time.
6. All around office 1.0 M wide concrete flooring shall be required. On Front side, 6 M wide Concrete or bituminous road shall be provided to connect it to the parking as well as to the nearest road.
7. Clear height of structure below false ceiling shall be 2.4 M.
8. All material used like for False Ceiling, Flooring, and doors, windows, blinds, air conditioners, electrical and sanitary fittings, furniture etc. shall be of international standard and should be durable to provide required service for the entire contract period and beyond if required.
9. All Furniture shall be of high quality & finish meeting the international standards.
10. Contractor will have to replace immediately all damaged material/items without any excuse during contract period and decision of BHEL in this regard shall be final. In case contractor fails to do so BHEL shall have right to get it replaced at contractor's risk & cost.
11. All infrastructures provided should be made of best quality of materials/products and should be maintained in excellent condition at all point of time during contract period. If any item gives a shabby look, it has to be replaced immediately without any excuse during contract period and decision of BHEL in this regard shall be final. In case contractor fails to do so BHEL shall have right to get it replaced at contractor's risk & cost.
12. Where ever room is mentioned in layout, partitions with full height shall be provided and other partitions shall be of 1.2 Meter height.
13. Washroom & Kitchen shall have exhaust fans.
14. Water Storage Tank of sufficient capacity shall be provided.
15. Septic tank of sufficient capacity shall have to be provided and shall be emptied as per requirement to prevent any overflow.
16. The outer walls and roof shall be designed for thermal & acoustic insulation and should be sealed to make it absolutely leak proof.
17. Proper roof drainage with suitable gutter and down pipes is to be provided.
18. Front Portico (cantilever type) of size 2.5 M wide and projection 1.2 M to be provided.
19. All area will have to be fenced with 2.1 M height above road level with at least of 10 rows of barbed wire with cross wires as well to prevent any entry in area. A manual barrier and Gate shall be provided along with security check post.
20. RO equipment shall be installed in each Office. In case RO plant goes to out of order, Mineral water will have to be supplied as per requirement without any extra cost.
21. Service water shall have to be provided through bore well.

### **B. Stores (BOQ Items B1,B2, B3,B4)**

1. Sizes of Stores are given in BOQ. In case Area is changed; payment shall be made on proportional basis for actual area.
2. Structure should be strong enough to take care of hostile environment and climatic conditions, wind and earthquake loads as applicable. The design of structure frame work, will have to be got approved from a recognized Institute/Agency for safety of structure w.r.t strength and fire.
3. Flooring shall be strong and smooth made of concrete/concrete blocks over compacted base.
4. Roof shall be leak proof and in case at any point time leakage is noticed the same shall be repaired without any delay. If replacement is required, the same shall be done.

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5. **Closed Stores (Item B1 & B2):** Closed stores shall also be covered from sides. Side Cladding shall be provided using sheets. For initial height all around store shed, wall shall be provided upto a height of 300mm above floor level. Rolling Shutter of 5M wide with full height shall be provided with locking arrangements.
6. Air conditioned room with attached wash room inside one of the covered storage shall be prefabricated type of structure. All other requirements shall be same as for rooms inside office buildings.
7. **Storage yard:** Complete storage area shall have to be provided with road network so that all the area is approachable for Trailers/Hydra/Cranes. Main roads shall be 6M wide made of WBM of 200 mm thickness over well compacted subgrade. Proper drainage system and grading of area shall have to be provided to avoid any accumulation of water in the entire area. **Entire area shall have to be provided with sufficiently hard base replacing loose soil with appropriate material and compacting so that vehicle can approach in entire area without any problem.**
8. All area will have to be fenced with 2.1 M height above road level with at least of 10 rows of barbed wire with cross wires as well to prevent any entry in area. A manual barrier and Gate shall be provided along with security check post.
9. All infrastructures provided should be made of best quality of materials/products and should be maintained in excellent condition at all point of time during contract period. If any item is found damaged or gives a shabby look, it has to be replaced immediately without any excuse during contract period and decision of BHEL in this regard shall be final. In case contractor fails to do so BHEL shall have right to get it replaced at contractor's risk & cost.

### **C. Residential units & Mess (BOQ Items D1 To D12)**

- 22.1. Size of all units shall be as given in BOQ and as per attached Layouts (Annexure-D1 to D12). However these layouts may change as per site requirements. Even if Layout is changed, efforts shall be made that area is not changed substantially. In case Area is also changed substantially; payment shall be made on proportional basis for actual area. Porta Cabin Type of Structure shall also be acceptable.
2. These all units shall form three sets.
  - One set consist of Residential Units in item No D1, D2, D3 & Mess Item No D4 as per attached layout. (Annexure-C1)
  - Second Set will consist of Residential Units at item D5, D6, D7 & Mess Item No D8.(Annexure-C2)
  - Third Set will consist of Residential Units at item D9, D10, D11 & Mess Item No D12.(Annexure-C3)
3. All the three individual sets shall be provided with 1.0 M wide concrete/concrete block apron on outer and inner side both.
4. All the three individual three sets shall be provided with 1.5 M wide walk way inside and 5 wide Approach road to existing road made of concrete or bituminous.
5. All the three individual sets will have to be fenced with 2.1 M height posts @ 3 M c/c above road level with at least of 10 rows of barbed wire with cross wires as well to prevent any entry in the area. A manual barrier and Gate shall be provided along with security check post.
6. Floor level should be at least 300 mm above road level.
7. Residences & Mess shall be fully air conditioned , designed and fabricated as per international standard resistant to hostile environment and considering climatic conditions with wind and earthquake loads as applicable. The structure shall be prefabricated/ Pre-engineered. The

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design of frame work, will have to be got approved from a recognized Institute/Agency for safety of structure w.r.t strength and fire.

8. Toilet flooring shall be antiskid.
9. Besides Air conditioners, Heaters will have to be provided if required to maintain a comfortable Temperature all the time.
10. Washroom & Kitchen shall have exhaust fans.
11. Water Storage Tank of sufficient capacity shall be provided.
12. Septic tank of sufficient capacity shall have to be provided and shall be emptied as per requirement to prevent any overflow.
13. Clear height of structure below false ceiling shall be 2.4 M.
14. The outer walls and roof shall be designed for thermal & acoustic insulation and should be sealed to make it absolutely leak proof.
15. Proper roof drainage with suitable gutter and down pipes is to be provided.
16. All infrastructures provided should be made of best quality of materials/products and should be maintained in excellent condition at all point of time during contract period. If any item is found damaged or gives a shabby look, it has to be replaced immediately without any excuse during contract period and decision of BHEL in this regard shall be final. In case contractor fails to do so BHEL shall have right to get it replaced at contractor's risk & cost.
19. All Furniture and furnishing shall be of high quality & finish meeting the international standards.
20. RO equipment shall be installed in each Mess and RO water in each room shall be supplied in containers. In case RO equipment goes out of order, Mineral water will have to be supplied in each room and mess as per requirement without any extra cost.
21. Service water shall have to be provided through bore well.

**Note:- Survey, grading, levelling & layout for all the installations will be in the scope of the contractor within the quoted rates. Land available being relatively plane major levelling is not involved. However, the bidder will make own assessment by visiting the area before quoting.**

### 2.2 Specifications

It is not the intent to provide for herewith the exact specification/guide-lines for the services to be provided by the tenderer because it is the responsibility of the Tenderer to provide for services at par with the International Norms.

Tenderer shall be required to submit **detailed specifications meeting the requirements as given in TCC, BOQ and in Annexures before execution for approval to BHEL. It should necessarily include but not limited to the following:**

- A. Flooring: Type of Flooring with details.
- B. Supporting Structure: Complete details for roof structure, columns/walls supporting structure, floor supporting structure etc. with drawings.
- C. Walls (inner & outer): Type of Insulation with thickness, Type of sheets with thickness, Type of Inner Panelling with details.
- D. False Ceiling: Type of False ceiling along with details.
- E. Doors/ Windows: Details like Aluminium/UPVC, sliding/hinged, glazed/semi glazed, Type of Board, Type of glass etc. complete. All doors shall have hydraulic door closers.
- F. Partitions Walls: Details to be given. Should be decorative type.
- G. Electricals: Specification of wiring, Electrical points, MCBs, DBs with electrical layout showing lights in false ceiling and points in walls. All wiring shall be concealed wiring.

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- H. Cabling for Telephone, Internet etc.
- I. Furniture: Details of Furniture with size & make/specification etc.
- J. Furnishings: Curtains/blinds etc.

### Note:

**Final site plan covering all aspects such as approach roads, Lighting Masts locations, Drains, Sewerage Disposal Scheme, Septic tanks shall be prepared by the tenderer and got approved by the BHEL Construction Manager before execution.**

## 2.3 Specific Requirements for BOQ ITEMS (MISCELLANEOUS SERVICES):

### 2.3.1 – BOQ Item C 1 and C 2

#### **A-Duties and Liabilities of the Contractor:**

- a) The Contractor shall arrange to post Security Guard/Head Guard/ Supervisor at such places and in such manner that guarding, patrolling search of incoming & outgoing vehicles and persons whenever necessary in the area/premises is done throughout 24 hours of the day.
- b) The Contractor shall provide Security Guard/Head Guard with all necessary facilities in the form of Registers, Stationery, Torches, Umbrellas, Batons, Guns, Uniform, Shoes, Socks, Rain Coat and other uniform items etc. at their own cost.
- c) The Contractor shall supervise the Security Guard/Head Guard/ Supervisor adequately and ensure that performance and turn-out is such that the purpose of the contract is fully achieved.
- d) The Contractor shall preserve all records maintained for BHEL and hand them over to the Construction Manager from time to time and positively at the end of the Contract period.

#### **B-Duties of the GUARD and Security Supervisor shall include the following:**

##### **B-1 SECURITY GUARD**

- a) To extend all courtesy to visitors, customers and BHEL employees and to maintain integrity, orderliness and discipline and be in proper prescribed uniform while on duty.
- b) To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and order lines, etc. takes place in the area of his duty.
- c) To main entry / exit points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry/exit is as per valid documents and proper records of the same are maintained.
- d) To apprehend immediately, produce before the competent BHEL officers any trespasser or person moving unauthorised (without proper Identity Card issued by Customer/BHEL) and under suspicious circumstances.
- e) To watch habitual offenders and mischief makers and inform the competent BHEL Officers, if anything unusual is noticed.
- f) To seize goods not found in order or suspected to be stolen and report to BHEL.
- g) To ensure that fire equipment installed in the area under his watch, is in working order and bring to the notice of the competent BHEL Officer any defect or shortcoming. To ensure replacement of fire equipment immediately on its expiry.
- h) To bring to the immediate notice of the competent BHEL Officer, any untoward occurrence on the premises, preferably in writing.
- i) To carry out any other duties assigned by the competent company officers/ Construction Manager within the terms of the Agreement.

##### **B-2 SECURITY HEAD GUARD/SUPERVISOR**

- a) To extend all courtesy to visitors, customers and company employees and maintain integrity, orderliness and discipline on the premises while on duty and be in a proper prescribed uniform, exhibit proper courtesy and discipline and carry out all tasks allotted by the Contractor in pursuance of the contract.

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- b) Detail check and supervise regularly duties performed by security guards and enforce good behaviour, discipline, rotation of duties, disciplinary action etc.
  - c) Bring to the notice of BHEL officer, preferably in writing, all important matters connected with the contractual duties of the Contractor, immediately.
  - d) Carry out necessary improvements ordered by BHEL official or the Construction Manager or the Contractor.
  - e) Carry out all liaison duties with the local police as required in performance of the contract.
  - f) Ensure that all security and Fire fighting equipment is secure in order and useable.
  - g) To carry out the internal investigation or enquiry in cases of theft, fire damage, accident, etc. as required by the competent BHEL official / Construction Manager and send a report within 15 days to BHEL official.
  - h) In case of theft of BHEL property under the custody of the Contractor security personnel, a joint Investigation will be carried out by BHEL and Contractor representatives to identify the cause of theft and apportion blame. On proven negligence on the part of the security personnel, the Contractor may be asked to pay a token sum at punitive rates as derived by the designated Joint Investigation Team of BHEL and Contractor. The Contractor will lodge FIR/Complaint with Police on behalf of BHEL and take necessary follow up action as required.
  - i) To maintain necessary documents as ordered by the competent BHEL official / Construction Manager/ Contractor.

### Note:

- a) The overall security and watch and ward inside plant area for BHEL scope of work is in the scope of this tender. Providing of adequate number of security guards, as per BOQ, familiar with fire-fighting, for watch & ward and internal security of BHEL personnel and materials will be in the scope of this tender.
- b) The Contractor shall ensure that Guards etc. engaged against this contract are educated, of good moral character, never having been convicted of a criminal offence by a Court of Law, physically fit without any permanent physical or mental disability and are under the age of 55 years.
- c) BHEL may call for proof of fitness, including police verification, from the Contractor in respect of any Guard and if necessary, order the Contractor to get any Guard medically checked by an authorized Doctor at the Contractor's expense and withdraw him from duty if not found fit.
- d) The Contractor shall, in respect of each security person engaged against this contract, supply BHEL with the following information:- Name, Father's name, Date of Birth, Educational Qualification, two identifying body marks, full residential address, past experience, home address and a passport size photograph. The Contractor may substitute any Guard or Head Guard with prior intimation in writing. The Contractor shall provide each employee with an identity card with photograph.
- e) **In case of the work requirement getting reduced/increased BHEL may within 15 days notice, order the Contractor to reduce/increase staff.**
- f) Contractor shall ensure that Guards are deployed round the clock in shifts. **BHEL shall not be responsible for payments for excess security persons, substitutes, duties performed on holidays and any overtime.** The Contractor shall maintain an Attendance Register and Muster Roll of payments for its employees which the assigned Company officials shall be entitled to inspect.
- g) **The Contractor shall provide accommodation to their employees at the nearest place of their posting at its own cost.**

### 2.3.2 – BOQ Items C3,C4,C26 and C27

Personnel which shall be deputed by the tenderer for performing miscellaneous duties within the scope of this tender should possess professional qualification and experience in

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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the relevant field in which they shall be deployed. Tenderer shall provide all the facilities e.g. Vehicle for local conveyance, Stationary, Computers, Mobile phones etc. to perform their work efficiently and effectively.

### 2.3.3 - BOQ Items C 5a and C 5b

Tenderer shall arrange any type of Visas and/or Work permits as required by BHEL for Expatriate Employees to facilitate the execution of Project. All Government Fees and duties shall be reimbursed at actuals on production of receipts and services charges shall only be quoted in BOQ cum Rate schedule.

### 2.3.4 - BOQ Item C 6

Tenderer shall provide 5- Armed security guards with Vehicle to escort BHEL Cars during Travel as per BHEL requirement on hourly basis. All the expenditure viz. Cost of fuel & Vehicle, Guards Salary, Arms and ammunition expenditure shall be inclusive of in Item rate. The guards should be experienced in providing such services and faithful to their job.

### 2.3.5 - BOQ Item C 7 to C 22

Items mentioned against It. No. C 8 to C 22 shall be made available by the tenderer as per BHEL requirement. Items should be procured as per the Model Nos. mentioned in the BOQ or they should be equivalent in the features. Equivalent Item's brand should be of reputed brand. In case, where any brand is not mentioned, the items should be of best quality and should serve the purpose for which they shall be utilised for entire duration of Contract and extended period if required.

### 2.3.6 - BOQ Item C 23 to C 25

Break fast, Lunch, Dinner and evening snacks shall be arranged by tenderer from a reputed Service Provider. They should be hygienic and to the taste of Local People.

### 2.3.7- BOQ Item C 29

The contractor will provide new air-conditioned vehicles listed out in BOQ of international-makes, duly registered with statutory authorities and possessing all types of permits / licenses and third party insurance. All charges - Operating, maintenance, fuel - will be borne by the bidder. In case of theft, accident and breakdown the contractor will make the suitable substitute available within four hours failing which BHEL reserves the right to arrange the same at the risk & cost of the contractor & to recover the entire expenditure incurred by BHEL.

## 2.4 Miscellaneous Requirements

### 2.4.1- Power Supply:

The scope of the Tenderer includes design, supply, installation, testing, commissioning, operation and maintenance of the power supply system thru **DG sets** for camp, office, stores, storage area. Area illumination including lighting masts meeting all the electricity rules & regulations of Yemen. The contractor has to run underground cable from terminal point to respective place of use like office, stores, residential camp etc within the battery limit of the plant. In camp office, stores and residence the contractor will install dedicated PDBs of suitable capacity. Laying underground cable for office, stores, residential-camp will be within the scope of work of the contractor. General illumination of the entire infrastructure battery area including masts and street lighting poles is in the scope of work.

### 2.4.2 Water supply:

The scope of work of the contractor includes broadly but not limited to the following:

- a) Contractor has to arrange for service /potable water by providing suitable bore well within the quoted rates.
- b) To supply & install service / potable – water distribution grid of GI pipes from bore-wells to individual utilities like pantry, kitchen, water-cooler, toilet, overhead tanks etc. of office, stores, residential camp water distribution system.
- c) Supply & installation, including maintenance of On-line water filters, RO Plant or any alternate

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- method for potable water of International standards will be within the scope of work.
- 2.4.3 Fire-Fighting System.**  
The scope covers supply / installation / maintenance of following types of portable fire extinguishers.  
**CLASS OF FIRE-- 'A'** (For fire involving paper, wood, textile, rubber etc): Soda Acid type 'OR' Water type (gas-pressure) 'OR' water type (constant air pressure). Size of each extinguisher – 9 Ltr. capacity. Minimum Requirement shall be 4 Fire Extinguisher per Office / Store. Accessibility of each extinguisher should be within 15M reach. Qty of 1 No. Extinguisher for 600 square meter or part.  
**CLASS OF FIRE-- 'B'** (Fire involving flammable liquids like oils, solvents, varnishes, paints etc); FOAM/CARBON DIOXIDE / DRY chemical powder: Two numbers of 9 Ltrs. Foam 'OR' 5 Kg. Dry powder for every 50 square meter of floor area or part, should not require more than 10M to travel to reach the extinguisher.  
**CLASS OF FIRE 'C'** (Fire involving Flammable gases): CARBON DIOXIDE / DRY chemical powder: Two numbers of 10 kg. Powder fire extinguisher or 6 Kg. CO<sub>2</sub> (Carbon Dioxide) for every 100 square meter floor area or part. Minimum requirement of 3 Nos. per floor/room. Accessibility of each extinguisher should be within 10M reach. The scope also covers supply / installation / maintenance of sufficient hose pipes for extending the water from fire hydrant to cover area of office, closed/semi-closed and open storage sheds/yards .
- 2.4.4 Providing Trained and Experienced Manpower for Operation, Maintenance and Service of Utilities and Facilities covered in this Tender with in the quoted price.**  
**The scope includes but not limited to the following:**
- **Site Manager**  
For coordination with BHEL and conduct all contractual activities. To provide for Efficient/Timely/Quality services, the overall responsibility shall lie on Site Manager. Site Manager shall have the total support of Bidder's Top Management and should be an authorised representative. (Power of attorney required to be furnished before commencement of work.)
  - Service Engineers for Communication and IT & Computers facilities /Utilities.
  - Electrical Engineer/Supervisor/Technician for operation maintenance and servicing of Electrical Facilities/Utilities.
  - Mechanical Maintenance Engineer/Supervisor/Technicians.
  - Sufficient manpower for all other misc. service and maintenance activities are to be deployed by the Bidder for rendering services to meet the BHEL site requirements.  
The above manpower requirement are in addition to the the requirement as listed in BOQ and solely shall be utilised for Service, Maintenance and operation of Facilities and Utilities covered in this Tender.  
Tentative requirements of above mentioned manpower shall be decided by the BHEL's Engineer In charge as per site requirements and deployment plan shall be decided accordingly.
- 2.4.4 Insurance of Facilities/Utilities provided to BHEL and Bidder's Manpower/Establishment/T&P etc.:**  
**Tenderer shall arrange all Risk Insurance to cover up risk arising out due to war/theft/sabotage/fire or any kind, as per Yemeni laws.**
- 2.4.5** The work to be performed under this specification consists of providing labour, supervision, materials, scaffoldings, Construction equipment, tool & plants, supplies, transportation and storage of all items including such items which are not shown or specified but reasonably implied or necessary for successful completion of work including contractor's supervision and in accordance with drawings and specifications.

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- 2.4.6** In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least 50 trees or equivalent in the vicinity of the project as per the available space and as per the advice of Engineers.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- III: SCOPE MATRIX**

Sl. No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.1.a	<u>Land</u> for office complex & Warehousing complex.	Yes		BHEL shall provide free of charge space for office ,store and residential at site.
1.1.b	<u>Land</u> for Residential Complex	Yes		
1.1.c	<b><u>Material</u></b> <b><u>(Raw/Semi finished or finished goods etc.)</u></b> for Construction of Office/Store /Residential facilities, as well as during entire contract tenure.		Yes	
1.2.a	<b><u>T &amp; Ps</u></b> for construction of items As per SL. No. 1.1.a and 1.1.b, as well as during entire contract tenure.		Yes	
1.2.b	<b><u>Electricity and lighting</u></b> during Construction of items as per Sl. No. 1.1. a and 1.1.b .		Yes	Bidder shall generate electricity thru DG Sets.
1.2.c	<b><u>Fire fighting equipment</u></b> like buckets, extinguishers etc. during construction of facilities. As per sl. No. 1.1 a and 1.1.b .		Yes	
1.2.d	<b><u>Water</u></b> (Construction/Potable) During construction of facilities. As per sl. No. 1.1 a and 1.1.b ,as well as during entire contract tenure.		Yes	Bore wells shall be dug by bidder, to get the water .Pumping and forwarding arrangements are also in bidder's scope.

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**Chapter- III: SCOPE MATRIX**

Sl. No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.2.e	<b><u>First Aid Facilities</u></b> During construction of facilities. As per sl. No. 1.1 a and 1.1.b ,as well as during entire contract tenure.		Yes	
1.2.f	<b><u>Bidder's Office</u></b>		Yes	<i>Off –site arrangements to be made by the bidder.</i>
1.2.g	<b><u>Communication System &amp; IT</u></b> For Bidder's office		Yes	
1.2.g	<b><u>Residence for Bidder's Manpower</u></b>		Yes	<i>Off –site arrangements to be made by the bidder.</i>
1.2.h	<b><u>Electricity and lighting</u></b> For Bidder's office and Residence		<b>Yes</b>	
1.3.a	<b><u>Electricity Generation</u></b> <b><u>for Office ,residential and</u></b> <b><u>warehousing complex including Mast</u></b> <b><u>lighting.</u></b>		<b>Yes</b>	<i>Bidder shall generate electricity thru DG Sets. DG sets of appropriate capacity* shall be bought, installed, operate including supply of fuel &amp; serviced by the Bidder.</i>
1.3.b	<b><u>Lighting Mast and Street Lighting</u></b>		Yes	20 M high Lighting Masts of approved make shall be provided at specified Locations for open Area to ensure sufficient lighting as per satisfaction BHEL Engineer.  Power cable of atleast 3.5x50 mm <sup>2</sup> shall be laid from the power source to the Lighting Mast .
1.3.c	<b><u>Distribution of Electricity</u></b>		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- III: SCOPE MATRIX**

Sl. No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.d	<u>Potable Water</u>		Yes	
1.3.f	<u>Service Water</u>		Yes	
1.3.g	<u>Sanitation</u>		Yes	All and any kind of Material viz. Cleaning agents, wash soaps/liquid, brush, dusters etc. in Bidder's scope to keep the facilities sanitized and hygienic..
1.3.h	<u>Sewerage/Drainage system</u>		Yes	
1.3.i	<u>Trash removal system</u>		Yes	Transferring to a designated place is in Bidder's scope.
1.3.j	<u>Providing all material for cooking, serving/catering and sanitizing in kitchen/mess and pantry ,except food stuff.</u>		Yes	All the consumable for the services shall be arranged by bidder free of charge during the contract period, Except for food stuff for which cost shall be borne by BHEL staff.
1.3.k	<u>Consumable for Service,Maintenance and Operation viz. Fuel for DG sets, Refilling of Cooking Gas ,Electrical Fittings and Bulbs,Tubes,Chokes etc.,</u>		Yes	The list is exhaustive and it is the bidder's responsibility to provide consumables for the services as per the tender at no extra cost to BHEL.
1.3.l	<u>Computers and peripherals for office on every desk</u>		yes	As per BOQ
1.3.m	<u>LAN CONNECTION on every Desk in office.</u>		Yes	
1.3.n	<u>Intercom connection and Instrument on every desk</u>		Yes	
1.3.o	<u>Furniture and furnishings</u>		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- III: SCOPE MATRIX**

Sl. No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.4	Demobilization of the facilities after completion of works		Yes	

**Note**

- 1 For the services which shall be rendered by the bidder as per this tender specification, all the material, T&P's, Consumables is in bidders Scope and the scope matrix listed above is not exhaustive and gives only some guidelines.
- 2 BHEL will not be responsible for any loss or damage to the contractor's equipment .
- 3 The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost ,as required under various Yemeni labour laws and statutory rules and regulations framed there , to the personnel employed by him.
- 4 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.
- 5 WATER SOURCES SHALL BE the responsibility of tenderer.. Water has to be distributed by the Contractor at his own cost. Contractor to satisfy himself that the water drawn by him from the bore well is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes
- 6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.
- 7 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his own cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.
- 8 All custom Formalities for taking **their** materials to Yemen if required for the completion of work shall be arranged/completed by contractors ( or their authorized representative)
- 9 Provision of distribution lines of both electrical power and water from the single points to the required place with proper distribution boards observing the safety rules laid down by the local electrical authorities shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches ,pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- 10 ELCB will be tested once in a week or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-IV: T&Ps and MMEs to be deployed by Vendor**

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<b>SL NO</b>	<b>DESCRIPTION &amp; CAPACITY OF T&amp;P</b>	<b>QUANTITY</b>	<b>REMARKS</b>
	All T&Ps and MMEs as per tenderer's requirement to built ,operate and maintain the services which are to be provided by him as per Tender.	As required	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- V: T&Ps and MMEs to be deployed by BHEL on sharing basis**

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<b>SL NO</b>	<b>DESCRIPTION &amp; CAPACITY OF T&amp;P</b>	<b>QUANTITY</b>	<b>REMARKS</b>
---	NIL	NIL	-----

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VI: Time Schedule

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### 6.0 TIME SCHEDULE

- All facilities as detailed in BOQ shall be provided as per BHEL requirement.
- All Common Facilities like roads, electricity, sewerage system etc. shall have to be completed in all respect within 45 days from the date of handing over of site..
- Items as detailed at A1, A3, D1, D2, D3, D4, D9, D10, D11, and D12 shall be completed in all respect progressively within 60 days from handing over of site.
- Items as detailed at A2, D5, D6, D7, and D8 shall be arranged as per BHEL requirement and be completed within 45 days from the date of BHEL demand.
- Items as detailed at B1, B2 & B3 shall be completed progressively within 90 days in all respect from the date of handing over of site.
- Item at B4 shall be completed within 45 days from the date of handing over of site.
- Items as detailed in C & E shall be arranged as per BHEL requirement within all reasonable time but not later than 30 days from the date of BHEL demand.

### 6.1 Providing Infra-Structure Facilities to BHEL :

The Infra-structure facilities shall deemed to be completed ,once they shall be fully furnished and having all support systems working .It shall be the right of the BHEL to accept or tell tenderer to improve to the satisfaction of BHEL. BHEL Engineer will issue Handing over certificate to the Tenderer after satisfying himself that the facilities are in order to meet their requirement.

Only after issue of handing over certificate, the facilities shall be taken into account for Payment of rent subject to successful operation & maintenance of Services.

- 6.2 CONSEQUENCE OF DELAY:** It may be noted that in the event of delay in completion is attributable to the contractor BHEL reserves the right to get the work completed through any other agency at risk and cost of the Contractor alongwith applicable overheads.

**LD as given in GCC shall be applicable.**

### 6.3 Contract Duration :

Contract duration shall be governed as per BOQ cum Rate Schedule, and shall be 33 (thirty three) months. This can be extended beyond 33 months. **Date of Start shall be taken as 45 days after handing over of site by BHEL to the contractor for development of infrastructure facilities.** During the contract period some Items/quantities can be reduced/deleted/increased from the rate schedule as per actual site requirement. The decision of BHEL Engineer shall be final in this regard.

- 6.4 After completion of contract period of 33 months, contractor will have to dismantle and take back all the materials making the area clean.**

- 6.5 In case BHEL decides to continue beyond contract period, Tenderer shall have to provide all these services as per BOQ . For that Tenderer shall give 10% and 15% discount in rent on original awarded rent for the individual items Except Item C of BOQ ,for the 1st and 11nd year after contract period respectively i.e. 10% discount for the period from 34th month to 45th month and 15 % discount for the period from 46th month to 57th month. However if contract is extended beyond 57 months, Rent shall be decided as mutually agreed. For Item C, Contractor shall extend these services for six months beyond contract period on same rates as in BOQ cum Rate schedule and beyond six months rates shall be decided on mutual agreement.**

- 6.6 CONTRACT COMPLETION:** The work under the scope of this contract is deemed to be complete in all respects, only when the contractor has discharged all the responsibilities laid down in the contract. The decision of BHEL on completion date shall be final and binding on the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VII: Terms of Payment

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### 7. TERMS OF PAYMENT

#### 7.1 Running Account Bills (RAB) payment :

- (a) The contractor shall submit his monthly bills with all the details required by BHEL on specified date every month covering progress of work in all respects for the previous calendar month for verification by BHEL Engineer.
- (b) Release of payment in each running bill will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
- (c) The 5% thus remaining shall be treated as "Retention Amount" and shall be refunded alongwith final bill after Site Clearance.
- (d) The payment of running bills will normally be released within 30 days of submission of running bill complete in all respect with all documents .It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages ,statutory payments, outstanding dues etc. and other dues in the meanwhile.
- (e) BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats:  
Note: BHEL may also choose to release payment by other alternative modes as applicable.
- (f) Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contractor accordingly.

#### 7.2 Currency of Payment and Exchange Rate

100 % of the passed bill amount will be paid in US\$ subject to Reserve Bank of India (RBI)/ Yemen Govt guidelines.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- VIII: Taxes & Duties**

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**8.0 TAXES & DUTIES**

- 8.1 Taxes and Duties of any kind shall be borne by tenderer and rate quoted in BOQ cum rate schedule shall be inclusive of this expenditure. BHEL will not pay any amount on account of Taxes and duties.**
- 8.2 The bidder shall quote their rates inclusive of workers insurance expenses for this work (with the Establishment of Social Insurance at Republic of Yemen).**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- IX: Any other special requirements

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### 9.1 The contractor shall comply with following towards Social Accountability;

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses as per Yemen Government laws.
- (b) The contractor shall not engage Forced/Bonded Labour.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination /Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Yemen government laws/ guidelines for working hours.
- (f) The Contractor shall abide by the statutory requirement of Minimum Wages as per Yemen Govt. Rules and Regulations.
- (g) The Contractor shall arrange potable drinking water to its employees & workers.
- (h) Social Insurance participation: The contractor shall be subject to the labour law valid in the Republic of Yemen, concerning employment and misemployment of Yemeni workers. He shall also be subject to legislation concerning social insurance valid in Republic of Yemen, especially those related to work accidents and illness of profession as a result of work nature. He shall bear all insurance payments relating to that and also all payments of social insurance arising from the execution of the contract.

### 9.2 INSTRUCTIONS TO TENDERERS

- 9.2.1 The tenderers are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.
- 9.2.2 The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorised, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the 'BHEL Engineer' or his duly authorised representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.
- 9.2.3 The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings / specifications issued after submission of the tender. **Tenderers are required to submit a certificate confirming the above, on their letter head as per Format given in Annexure of this tender.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- X: Other Requirements

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### 10.1 COMPLIANCE TO REGULATIONS AND BYELAWS

- 10.1.1 The Contractor shall ensure conformance in all respects with the provisions of all state and local laws, regulations or other laws in force in Yemen or elsewhere including all regulations and by-laws of any local or other duly constituted authority within Yemen or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works (which are herein referred to as "Laws"), and shall give all notices and pay all fees required to be given or paid thereby and shall keep BHEL and/ or its Customer (M/s PEC) indemnified against all penalties and liability of any kind for breach of any of the same. The Contractor shall undertake to respect the regulations, laws and provisions valid in the Republic of Yemen. The Legislation valid in Republic of Yemen shall be considered the sole legal reference to be applied for all what is not stipulated in the specifications of this NIT.
- 10.1.2 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 10.1.3 The Contractor shall comply with all applicable Yemeni Government's safety and sanitary laws, transportation rules, regulations and ordinances, as well as the established safety rules and practices of BHEL's Customer (M/s PEC). The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Yemeni Laws.

**10.2 Arbitration & Reconciliation** shall be as per the clause in GCC.

### 10.3 OTHERS

- 10.3.1 Bidder's selection is subject to approval of BHEL.
- 10.3.2 **The responsibility towards others** : The contractor will bear the responsibility of all damages which hurt others due to the execution of the contract works, and he is obliged to pay compensation of these damages according to the laws and regulations valid in Yemen. Where the damages have occurred, BHEL has the right to recourse upon him for any consequent obligations through clearing or any other procedure.

### 10.4 Performance Monitoring

Performance of the Contractor is monitored through various reports/reviews and shall be jointly evaluated every month as per prescribed formats .Based on the net weighted scores obtained, Contractors shall be rated "Good" or "Satisfactory" or "Unsatisfactory".

In case of unsatisfactory performance for a continuous period of three or more months, BHEL has the right to get the balance works executed at the risk & cost of the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- XI : Rate Schedule

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### RATE SCHEDULE

#### Notes.

- 11.1 Contractor shall fully understand the Scope of Work as per this Tender before quoting. The Scope of Work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 11.2 The prices for all the items of the BOQ shall be quoted in US Dollars.
- 11.3 The work also includes arranging for Visas / Work permits /licenses /clearances and exemptions from ministries/Govt. Bodies/Customer, for BHEL staff and other persons visiting on BHEL work. All fees for these will be reimbursed. The work also includes liaison with Govt. and other statutory bodies, meeting all statutory and regulatory codes, Acts, Standards for successful execution of the contract for the entire duration of the contract.
- 11.4 The scope of work will also include all such related works, although not specifically mentioned in the above paragraph but incidental/reasonably implied and necessary for completion of the job as desired and as directed by the BHEL engineer.
- 11.5 The detailed scope of work above is not a comprehensive list of items of work involved. The detailed scope of work may vary considerably depending on the actual requirement.
- 11.6 The bidder will be responsible for its scope of work with respect to the General Conditions of the Contract and Specifications and compliance to applicable standards including those applicable for safety norms except those specifically stated/agreed otherwise elsewhere.
- 11.7 The final agreed rates for the Items indicated in the Price Bid shall be firm till the execution and successful handing over of the Plant to the Customer. No Price variation and Over run charges shall be payable to the Contractor.
- 11.8 The tenderer shall quote the rates as per the rate schedule only, in part II Price Bid (Original). Conditional price bids with any deviation /clarification etc. are liable to be rejected .No cutting/erasures/overwriting shall be done.
- 11.9 The tenderers are required to quote for all the items of the rate schedule.
- 11.10 Evaluation of the bids shall be done based on total price against the BOQ.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter XII :Annexures

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1- Annexure- A -	BOQ CUM RATE SCHEDULE
2- Annexure- B 1,B 2 & B 3 –	SCHEMATIC LAYOUT OF OFFICES.
3- Annexure- C 1,C 2 & C 3-	SCHEMATIC LAYOUT RESIDENTIAL UNITS.
4- Annexure – D 1,D 2 & D 3 -	RESIDENTIAL UNITS PLAN
&	
D 4,D 8 & D 12 -	MESS PLAN

**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
<b>A</b>	<b>Pre-fabricated Offices</b>					
A 1	<p><b>Providing on rent ,fully Air Conditioned, furnished site office for 40 Employees in approx. 400 Sq. Meter Area</b>,with modular concept as per attached drawing (Annexure B 1 )with following Utilities/Facilities within the prices quoted for this Item . Tenderer will have to submit detailed specification meeting the requirements along with Technical bid. <b>However exact layout may change in consultation with BHEL site Incharge depending upon the site layout.</b></p>	1	per month( Inclusive of all the Utiliteis and facilities as listed in Description of Work for Individual Item.)	33		
	<p>1-Minimum Following Office Furniture of suitable size &amp; quality shall be provided .</p> <p><b>a In Site Manager's Cabin-</b> Large Size Office Table-1 No. ,Super Executive Revolving Chair -1 No.,Executive Class Visitors Chair-4 Nos., Sofa Set (5 seater (3 seats,1 Seat and 1 Seat )- 1 No. ,Centre table-1 No., Almirah-1 No. , cabinets-2 Nos., window blinds, door mat, clock,2T Split AC-1 No</p> <p><b>b In PA Cabin</b> -Standard Table-1 No., Revolving Chair-1 No., Satndard Visitors' Chair-2 No.,Steel Rack-1 No. &amp; Computer Table-1 No.cabinets-1 Nos., wndow blinds, door mat, clock,1.5T Split AC-1 No</p> <p><b>c In Conference Hall</b> -Conference Table suitable for 21 persons-1 No., Revolving Chairs-21 Nos.,White Board made of Glass-1 No., Armed Chairs-20 Nos, Wndow blinds, door mats, clock 1.5T AC-3 Nos</p> <p><b>d In Visitors Room-</b> Sofa Set (7 Seater ( 3 Seats , 2Seats, 2 Seats))- 2 No., Centre Table-2 No, Large Size Office Table-1 No. ,Super Executive Revolving Chair -1 No.,Executive Class Visitors Chair-4 Nos., wndow blinds, door mat, clock, 2T split AC- 1 No</p> <p><b>e In HOS Cabins-(SIX CABINS)-</b> Executive Table- 1 No. ,Revolving Chair -1 No.,Visitors' Chair - 3 Nos. ,Book Shelf- 1 No.,Computer Table- 1 No., cabinets-1 Nos., wndow blinds, door mat, clock, 1.5T Split AC-1 No in each cabin.</p> <p><b>f In Halls - (FOUR (4) Nos.) each having eight work stations</b> -With Modullar concept having standard table, side racks,cabinets revolving chairs, door mats etc for each work station seperately. 1.5T Split AC- 4-NO</p> <p><b>g In Document Room-</b>Steel Side racks 8' hieght- 8 Nos ,Standard Table -1 No. ,Chair- 1 No.</p> <p><b>h Photocopy/Plotter /Miscil room-</b> Table-2No, Chairs 2Nos</p> <p><b>i In Pantry/Kitchen-</b> Granite Slab counter, Cabinets 2 Nos, Gas Stove,Gas Cylinders,Hot Plates /Induction plates ,water Dispensers, Microwave oven, Refrigerator Capacity &gt; 350 Ltr, Utencils for preparation of Tea/Cofee/Snacks and Crockery for Serving, Refilling of Gas Cylinder is in Tenderers' Scope.(Cost of Consumable Items viz. Tea/Cofee/Milk and Snacks shall be reimbursed at actuals on production of Bills</p> <p><b>j Wash Room-</b>All modern sanitary fittings.</p> <p>2-Electrification and Lighting including Electricity Generation &amp; supplyThrough DG Sets with all fuel etc.complete.</p> <p>3. Airconditioning/ Heating System to maintain a comfortable temperature inside entire office.</p> <p>4-Service Water (includes digging of Bore wells,pumping,forwarding,storage &amp; distribution.) .</p> <p>5-Fire Fighting System (Fire Extinguishers' ) .</p> <p>6-Potable/Drinking Water through RO Plant .</p> <p>7-Sewerage System.</p> <p>8-Trash Disposal System</p> <p>9-Intercom connection and Telephone Instrument on Each Table.</p> <p>10-Telephone Connections,one in Site Manager's Room,One in PA's Room for Intercom Connection,One in Conference Hall.(Usage Charges shall be reimbursed at actuals on production of Bills)</p> <p>11-Setellite Connection with Wi -Fi to enable each computer with internet connectivity. (Usage Charges shall be reimbursed at actuals on production of Bills)</p> <p>12- Approach Roads within the complex</p> <p>13- Covered Parking and Drivers Rest Room for 8 Vehicles near to office.</p> <p>14- Cabin for Security Guard with One Table and One Chair near to office.</p>					

Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.						
ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
A 2	<p><b>Providing on rent ,fully Air Conditioned, furnished site office for 15 Employees in approx. 200 Sq. Meter Area,</b>with modular concept as per attached drawing (Annexure B 2 )with following Utilities/Facilities within the prices quoted for this Item . Tenderer will have to submit detailed specification meeting the requirements along with Technical bid. <b>However exact layout may change in consultation with BHEL site Incharge depending upon the site layout.</b></p> <p>1-Minimum Following Office Furniture of suitable size &amp; quality shall be provided .</p> <p><b>a In Site Manager's Cabin-</b> Large Size Office Table-1 No. ,Super Executive Revolving Chair -1 No.,Executive Class Visitors Chair-4 Nos., Sofa Set (5 seater (3 seats,1 Seat and 1 Seat )- 1 No. ,Centre table-1 No., Almirah-1 No. , cabinets-2 Nos., wndow blinds, door mat, clock,2T Split AC-1 No</p> <p><b>b In PA Cabin -</b>Standard Table-1 No., Revolving Chair-1 No., Satndard Visitors' Chair-2 No.,Steel Rack-1 No. &amp; Computer Table-1 No.cabinets-1 Nos., wndow blinds, door mat, clock,1.5T Split AC-1 No</p> <p><b>c In Conference Hall -</b>Conference Table suitable for 21 persons-1 No., Revolving Chairs-21 Nos.,White Board made of Glass-1 No., Armed Chairs-20 Nos, Wndow blinds, door mats, clock 1.5T AC-2 No</p> <p><b>d In HOS Cabins-(2 CABINS)-</b> Executive Table- 1 No. ,Revolving Chair -1 No.,Visitors' Chair - 3 Nos. ,Book Shelf- 1 No.,Computer Table- 1 No., cabinets-1 Nos., wndow blinds, door mat, clock, 1.5T Split AC-1 No in each cabin.</p> <p><b>e In Halls - (FOUR (3) Nos.) each having four work stations -</b>With Modullar concept having standard table, side racks,cabinets revolving chairs, door mats etc for each work station seperately. 1.5T Split AC- 3-NO</p> <p><b>f In Pantry/Kitchen-</b> Granite Slab counter, Cabinets 2 Nos, Gas Stove,Gas Cylinders,Hot Plates /Induction plates ,water Dispensers, Microwave oven, Refrigerator Capacity &gt; 350 Ltr, Utencils for preparation of Tea/Cofee/Snacks and Crockery for Serving. Refilling of Gas Cylinder is in Tenderers' Scope.(Cost of Consumable Items viz. Tea/Cofee/Milk and Snacks shall be reimbursed at actuals on production of Bills</p> <p><b>g Wash Room-</b>All modern sanitary fittings.</p> <p>2-Electrification and Lighting including Electricity Generation &amp; supplyThrough DG Sets with all fuel etc.complete.</p> <p>3. Airconditioning/ Heating System to maintain a comfortable temperature inside entire office.</p> <p>4-Service Water (includes digging of Bore wells,pumping,forwarding,storage &amp; distribution.) .</p> <p>5-Fire Fighting System (Fire Extinguishers' ) .</p> <p>6-Potable/Drinking Water through RO Plant .</p> <p>7-Sewerage System.</p> <p>8-Trash Disposal System</p> <p>9-Intercom connection and Telephone Instrument on Each Table.</p> <p>10-Telephone Connections,one in Site Manager's Room,One in PA's Room for Intercom Connection,One in Conference Hall.(Usage Charges shall be reimbursed at actuals on production of Bills)</p> <p>11-Setellite Connection with Wi -Fi to enable each computer with internet connectivity. (Usage Charges shall be reimbursed at actuals on production of Bills)</p> <p>12- Approach Roads within the complex</p> <p>13- Covered Parking and Drivers Rest Room for 8 Vehicles near to office.</p> <p>14- Cabin for Security Guard with One Table and One Chair near to office.</p>	1	per month ( Inclusive of all the Utiliteis and facilities as listed in Description of Work for Individual Item.)	20		

**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
A 3	<p><b>Providing on rent ,fully Air Conditioned, furnished site office for 15 Employees in approx. 200 Sq. Meter Area,</b>with modular concept as per attached drawing (Annexure B 3 ) with following Utilities/Facilities within the prices quoted for this Item . Tenderer will have to submit detailed specification meeting the requirements along with Technical bid. <b>However exact layout may change in consultation with BHEL site Incharge depending upon the site layout.</b></p> <p>1-Minimum Following Office Furniture of suitable size &amp; quality shall be provided .</p> <p><b>a In Site Manager's Cabin-</b> Large Size Office Table-1 No. ,Super Executive Revolving Chair -1 No.,Executive Class Visitors Chair-4 Nos., Sofa Set (5 seater (3 seats,1 Seat and 1 Seat )- 1 No. ,Centre table-1 No., Almirah-1 No. , cabinets-2 Nos., wndow blinds, door mat, clock,2T Split AC-1 No</p> <p><b>b In PA Cabin</b> -Standard Table-1 No., Revolving Chair-1 No., Satndard Visitors' Chair-2 No.,Steel Rack-1 No. &amp; Computer Table-1 No.cabinets-1 Nos., wndow blinds, door mat, clock,1.5T Split AC-1 No</p> <p><b>c In Conference Hall</b> -Conference Table suitable for 21 persons-1 No., Revolving Chairs-21 Nos.,White Board made of Glass-1 No., Armed Chairs-20 Nos, Wndow blinds, door mats, clock 1.5T AC-2 No</p> <p><b>d In HOS Cabins-(2 CABINS)-</b> Executive Table- 1 No. ,Revolving Chair -1 No.,Visitors' Chair - 3 Nos. ,Book Shelf- 1 No.,Computer Table- 1 No., cabinets-1 Nos., wndow blinds, door mat, clock, 1.5T Split AC-1 No in each cabin.</p> <p><b>e In Halls - (FOUR (3) Nos.) each having four work stations</b> -With Modular concept having standard table, side racks,cabinets revolving chairs, door mats etc for each work station seperately. 1.5T Split AC- 3-NO</p> <p><b>f In Pantry/Kitchen-</b> Granite Slab counter, Cabinets 2 Nos, Gas Stove,Gas Cylinders,Hot Plates /Induction plates ,water Dispensers, Microwave oven, Refrigerator Capacity &gt; 350 Ltr, Utencils for preparation of Tea/Cofee/Snacks and Crockery for Serving. Refilling of Gas Cylinder is in Tenderers' Scope.(Cost of Consumable Items viz. Tea/Cofee/Milk and Snacks shall be reimbursed at actuals on production of Bills</p> <p><b>g Wash Room-</b>All modern sanitary fittings.</p> <p>2-Electrification and Lighting including Electricity Generation &amp; supplyThrough DG Sets with all fuel etc.complete.</p> <p>3. Airconditioning/ Heating System to maintain a comfortable temperature inside entire office.</p> <p>4-Service Water (includes digging of Bore wells,pumping,forwarding,storage &amp; distribution.) .</p> <p>5-Fire Fighting System (Fire Extinguishers) .</p> <p>6-Potable/Drinking Water through RO Plant .</p> <p>7-Sewerage System.</p> <p>8-Trash Disposal System</p> <p>9-Intercom connection and Telephone Instrument on Each Table.</p> <p>10-Telephone Connections,one in Site Manager's Room,One in PA's Room for Intercom Connection,One in Conference Hall.(Usage Charges shall be reimbursed at actuals on production of Bills)</p> <p>11-Setellite Connection with Wi -Fi to enable each computer with internet connectivity.(Usage Charges shall be reimbursed at actuals on production of Bills)</p> <p>12- Approach Roads within the complex</p> <p>13- Covered Parking and Drivers Rest Room for 8 Vehicles near to office.</p> <p>14- Cabin for Security Guard with One Table and One Chair near to office.</p> <p>12- Approach Roads within the complex</p> <p>13- Covered Parking and Drivers Rest Room for 8 Vehicles near to office.</p> <p>14- Cabin for Security Guard with One Table and One Chair near to office.</p>	1	per month ( Inclusive of all the Utiliteis and facilities as listed in Description of Work for Individual Item.)	33		

**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
<b>B FULLY FURNISHED AND SERVICED STORES AND STORAGE YARD</b>						
B 1	Covered Storage Shed of Size- (Length- 40 meter,Width- 12 meter , Height - 6 meter) and One Furnished Air Conditioned Room inside One Covered Storage shed with Attached toilet having all the support systems viz. Electrical/Sanitary/Sewage/Service Water etc. with all office Furniture and Facilities viz. Computers ,Printers,LAN and Intercom .	1	per month	33		
B 2	Covered Storage Shed of Size- (Length- 40 meter,Width- 12 meter , Height - 6 meter) .	1	Shed	33		
B 3	Open Storage Shed of Size- (Length- 25 meter,Width- 20 meter , Height - 6 meter).	1	Shed	33		
B 4	Open Storage Yard of appx 20,000 sq m , with properly compacted ground for equipment storage , temporary roads for material movement including heavy material and machinery, proper drainage .(Rates shall be quoted for development charges per square meter per Month inclusive of all facilities viz. Temporary roads,area lighting,Drainage System etc.)	20000	Square Meter	33		

**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
<b>C</b>	<b>MISCELLANEOUS SERVICES / ITEMS</b>					
	Following Miscellaneous Services /Items shall be arranged by the Tenderer on rate contract basis, the quantities shown against each are tentative and requirement shall be reviewed periodically to enhance/reduce/discontinue the Services/Items/Quantities as per actual requirement of site .The Site Manager decision shall be final in this regard. (Operation,Maintenance and refurbishment is in tenderer's scope and inclusive in the quoted rates )					
C 1	Armed Security Guards. ( Rates shall be calculated on the basis of Salary of one Guard per month x 15 Guards x 36 months)	15	per month	33		
C 2	Security Supervisor	1	per month	33		
C 3	Translator cum Interpreter	1	per month	33		
C 4	Liasoning Personnel for Govt. authorities,Judiciary work preferably a Lawyer.	1	per month	33		
C 5 a	Arranging ENTRY/EXIT Visas for The Personnel visiting Yemen.	300	Nos			
C 5 b	Arranging work permits and residence visas. ( Note: Rates Shall be quoted only for providing Services, All Expenditure for payment of Statutory Fees and Government Duties shall be reimbursed at actuals on production of bills.)	100	Nos			
C 6	Escort Services for security alongwith suitable vehicle with atleast 5 armed guards for accompanying during movement of BHEL Staff from Sana'a Air Port to Sana'a city,Sana'a City to Site at Marib,Marib air strip to site and vice versa . Rates shall be quoted for complete services per unit hour.Payment shall be made for no. of hours security is used subject to minimum of 4 hours payment.	1000	Hours			
C 7	Computers [HP TouchSmart 520-1110in Desktop PC (QE968AA)] or Other make with equivalent features and Suitable UPS.	35	Sets per month	33		
C 8	Laser Printer Black & White HP LaserJet Pro P1606dn Printer (CE749A) or other make with equivalent features.	10	Nos per month	33		
C 9	Laser Printer Color HP Color LaserJet Pro CP5225dn Printer (CE712A) or other make with equivalent features.	2	Nos per month	33		
C 10	Plotter HP Designjet 650C printer model B C2859B (E/A0 size) or other make with equivalent features.	1	No per month	33		
C 11	Scanner HP Scanjet Enterprise 7500 Flatbed Scanner (L2725A) or other make with equivalent features.	2	Nos per month	33		
C 12	Projector Sony Make or other make with equivalent features.	1	No per month	33		
C 13	Photo copy Machine Canon 2318l or other make with equivalent features. Suitable for copying A4 and A3 Size.	2	Nos per month	33		
C 14	Copier Paper,Size A4 (210 mmx297 mm) ,Substance 75 g/m <sup>2</sup> , Ream consisting of 500 Sheets	495	Nos			
C 15	Copier Paper,Size A3 (420 mmx297 mm) ,Substance 75 g/m <sup>2</sup> , Ream consisting of 500 Sheets	300	Nos			
C 16	Black & White Printer Cartridge suitable for Printer at Sl.No.8	660	Nos			
C 17	Item Removed					
C 18	Item Removed					
C 19	Item Removed					
C 20	Item Removed					
C 21	Color Printer Cartridge suitable for Printer at Sl. No. 9	66	Nos			
C 22	Providing provision for additional Telephone Connection and Telephone Instrument	3	Nos			
C 23	Charges for catering Lunch/Dinner for 15 PEC Staff.	900	Nos	33		
C 24	Charges for catering Break Fast/Evening Snacks for 15 PEC Staff.	900	Nos	33		
C 25	Charges for catering Tea / Cofee for 15 PEC Staff.	900	Nos	33		
C 26	Computer Operator (Indian)	4	Nos	33		
C 27	Skilled Manpower (Indian) Includes Chefs/Cooks also other than Technical Personnel viz. Diploma Holders and Technicians etc.	330	Man months			
C 28	Unskilled Manpower (Locals)	330	Man months			
C 29	AIR CONDITIONED CAR ( 7 + 1 SEATER) INCLUDING DRIVER(DUTY - 12 HRS DAILY) AND FUEL COST FOR 2000 KM RUNNING.	1	per month	12		
C 29a	Extra Per hour beyond 12 hours in a day	25	hours	12		
C 29b	Extra charges Per kilometer charges for running of MUV beyond 2000 km in a month.	250	km /month	12		

**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC

**D AIRCONDITIONED,FULLY FURNISHED AND SERVICED PORTABLE RESIDENCES AT SITE .**

Rates are inclusive of all Items as listed below and with power , sewerage, sanitation, Fire Fighting and other facilities/Utilities wick are necessary for Quality Living

D	1	Providing Air Conditioned ,Serviced and Fully Furnished Portable Residential Units having total area of 48 Sqm (approx) as per attached Drawing (Annexure D1)		2	per month	33		
		Following minimum facilities / Equipments shall be made available in each room without any additional cost to BHEL :						
	SL.No.	ITEM	Unit QTY.					
	1	Refregerator Capacity - > 200 Ltr	No. 1					
	2	TV 32 inch screen LCD	No. 1					
	3	Double Bed 6' x 6'	No. 1					
	4	Mattress 6' x6'	No. 1					
	5	Double Bed Sheet	No. 1					
	6	Pillow	No. 2					
	7	Pillow Cover	No. 2					
	8	Plain Cotton Cover	No. 2					
	9	Double Bed Blanket (12-15 kg)	No. 1					
	10	Bucket Capacity 10 Litre	No. 1					
	11	Mug Capacity 1.5 Litre	No. 1					
	12	Wardrobe/Almirah Full Size Double Door	No. 2					
	13	Dressing Table	No. 1					
	14	Sofa Set (5 Seater) and Center Table	Set 1					
	15	Study Table	No. 1					
	16	Chairs	No. 2					
	17	Electric Cattle	No. 1					
	18	Hot Plate/Induction Plate	No. 1					
	19	Iron and Iron Pad	No. 1					
	20	Cable Net Work - 10 Indian Channel Min	No. 1					
	21	Shoe Rack	No. 1					
	22	Hangers	Nos. 12					
	23	Insulated Water Container >2 Ltr Capacity	No. 1					
	24	Tumbler	Nos. 2					
	25	Cup and plate for serving Tea/Cofee	Sets 2					
	26	Towel	No. 1					
	27	Doormat	No. 1					
	28	Gyser in Bathroom/Toilet	No. 1					
	29	Light Fittings	Set 1					
	30	Power Through DG Sets	LS 1					
	31	1.5 T split AC	Nos. 2					
	32	Service Water in Wash room and Kitchen	LS 1					

**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

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D 2	Providing Air Conditioned ,Serviced and Fully Furnished Portable Residential Units having total area of 30 Sqm (approx) as per attached Drawing (Annexure D 2 )  Following minimum facilities / Equipments shall be made available in each room without any additional cost to BHEL :	6	per month	33																																																																																																																																	
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ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
D 4	Mess for 40 persons consisting of following . (15M x 8M) as per attached Drawing (Annexure D 4 )	1	per month	33		
D 4.1	Furnished and Equipped Kitchen with Chimney and Exhaust Fan and including items as given below but excluding consumable food items.					
	SL.No. Items Unit Qty.					
	A.1 Gas Stove(2 burner ),Regulator , Connecting Hose etc. Sets 3					
	A.2 Gas Cylinders Sets 3					
	A.3 Microwave Oven Nos. 2					
	A.4 Hot Plate/Induction Plate Nos. 2					
	A.5 Refrigerator > 300 Ltr. Capacity Nos. 2					
	A.6 Pressure Cooker 15 Ltr Capacity. No. 1					
	A.7 Pressure cooker 5 Ltr Capacity Nos. 2					
	A.8 Cauldron 5 Ltr Capacity Nos. 2					
	A.9 Cooking Pans 3Ltrs,4Ltrs,5Ltrs,10 Ltrs Capacity Sets 2					
	A.10 Frying Pans Nos. 3					
	A.11 Water Dispenser Nos. 4					
	A.12 Service Bowls Nos. 40					
	A.13 Service Spoons Nos. 40					
	A.14 Tava Nos. 4					
	A.15 Pastry roller and Board Nos. 4					
	A.16 Cutlery set Sets 4					
	A.17 Water Jugs,Tumblers etc. Sets 4					
	A.18 Casserole Sets 4					
	A.19 Crockery Sets 4					
	A.20 Dining Sets (for six persons) Sets 4					
	*This above list is not exhaustive and as per site requirement Tenderer shall provide the items and replenish/replace the items as and when required.					
D 4.2	Furnished Dining Hall which shall have 4 dinning tables of standard size with 24 Chairs					
D 4.3	Storage room with Cup boards/Almirahas with locking facility and Steel racks					
D 4.4	1 No Carrom Boards with stand and chairs. To be provided by Tenderer.)					
D 4.5	Communication Room with Internet Connectivity and a Telephone Line with Instrument.					
D 4.6	Servant Room with 3 beds,matresses, bedsheet,pillows and blankets. With attached toilet/wash room.					
D 4.7	Laundry Room with water connection,power connection and 2 Washing Machines(Automatic) Capacity > 7.5 Kg.					
D 4.8	Toilet (Urinal ) , Wash basin and Mirror					
D 4.9	Sofa Set (3+2) ! No., 1No Center Table, 32" or more size LCD/LED TV Preferably Wall Mounted,Cable Connection with 15 Indian(8 Hindi and 7 regional Channels (News,Sports & Entertainment)					
D 4.10	RO Plant of sufficient capacity to meet demand of 40 Persons in Mess as well as for their residences.					
D 4.11	Split AC 1.5 T-4 Nos					

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		A		B	C	=AxBxC
D 8	Mess for 15 persons consisting of following . (8M X8M) as per attached Drawing (Annexure D 8 )	1	per month	15		
D 8.1	Furnished and Equipped Kitchen with Chimeneey and Exhaust Fan and including items as given below but excluding consumable food items.					
	SL.No. Items Unit Qty.					
	A.1 Gas Stove(2 burner) ,Regulator , Connecting Hose etc. Sets 2					
	A.2 Gas Cylinders Sets 2					
	A.3 Microwave Oven Nos. 1					
	A.4 Hot Plate/Induction Plate Nos. 1					
	A.5 Refrigerator > 300 Ltr. Capacity Nos. 1					
	A.6 Pressure Cooker 15 Ltr Capacity. No. 1					
	A.7 Pressure cooker 5 Ltr Capacity Nos. 1					
	A.8 Cauldron 5 Ltr Capacity Nos. 1					
	A.9 Cooking Pans 3Ltrs,4Ltrs,5Ltrs,10 Ltrs Capacity Sets 1					
	A.10 Frying Pans Nos. 2					
	A.11 Water Dispenser Nos. 2					
	A.12 Service Bowls Nos. 20					
	A.13 Service Spoons Nos. 20					
	A.14 Tava Nos. 2					
	A.15 Pastry roller and Board Nos. 2					
	A.16 Cutlery set Sets 4					
	A.17 Water Jugs,Tumblers etc. Sets 4					
	A.18 Casserole Sets 4					
	A.19 Crockery Sets 3					
	A.20 Dinning Sets (for six persons) Sets 3					
	*This above list is not exhaustive and as per site requirement Tenderer shall provide the items and replenish/replace the items as and when required.					
D 8.2	Furnished Dining Hall which shall have 2 Dinning Tables with 12 Chairs					
D 8.3	Storage room with Cup boards/Almirahas with locking facility and Steel racks					
D 8.4	1 No Carrom Boards with stand and chairs.					
D 8.5	Communication Room with one computer set,Printer and Internet Connectivity and a Telephone Line with Instrument.					
D 8.6	Servant Room with 2 beds,mattresses, bedsheet,pillows and blankets. With attached toilet/wash room.					
D 8.7	Laundry Room with water connection,power connection and 1 Washing Machines(Automatic) Capacity > 7.5 Kg.					
D 8.8	Toilet (Urinal) , Wash basin and Mirror					
D 4.9	Sofa Set (3+2) ! No., 1No Center Table, 32" or more size LCD/LED TV Preferably Wall Mounted,Cable Connection with 15 Indian(8 Hindi and 7 regional Channels (News,Sports & Entertainment)					
D 4.10	RO Plant of sufficient capacity to meet demand of 15 Persons in Mess as well as for their residences.					
D 4.11	Split AC 1.5 T-2 Nos					

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**Scope: Providing fully furnished and Serviced Infrastructure Facilities & Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.**

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
D 12	Mess for 15 persons consisting of following . (8M X8M) as per attached Drawing (Annexure D 12 )	1	per month	33		
D 12.1	Furnished and Equipped Kitchen with Chimeneey and Exhaust Fan and including items as given below but excluding consumable food items.					
	SL.No. Items Unit Qty.					
	A.1 Gas Stove(2 burner) ,Regulator , Connecting Hose etc. Sets 2					
	A.2 Gas Cylinders Sets 2					
	A.3 Microwave Oven Nos. 1					
	A.4 Hot Plate/Induction Plate Nos. 1					
	A.5 Refrigerator > 300 Ltr. Capacity Nos. 1					
	A.6 Pressure Cooker 15 Ltr Capacity. No. 1					
	A.7 Pressure cooker 5 Ltr Capacity Nos. 1					
	A.8 Cauldron 5 Ltr Capacity Nos. 1					
	A.9 Cooking Pans 3Ltrs,4Ltrs,5Ltrs,10 Ltrs Capacity Sets 1					
	A.10 Frying Pans Nos. 2					
	A.11 Water Dispenser Nos. 2					
	A.12 Service Bowls Nos. 20					
	A.13 Service Spoons Nos. 20					
	A.14 Tava Nos. 2					
	A.15 Pastry roller and Board Nos. 2					
	A.16 Cutlery set Sets 4					
	A.17 Water Jugs,Tumblers etc. Sets 4					
	A.18 Casserole Sets 4					
	A.19 Crockery Sets 3					
	A.20 Dinning Sets (for six persons) Sets 3					
	*This above list is not exhaustive and as per site requirement Tenderer shall provide the items and replenish/replace the items as and when required.					
D 8.2	Furnished Dining Hall which shall have 2 Dinning Tables with 12 Chairs					
D 8.3	Storage room with Cup boards/Almirahas with locking facility and Steel racks					
D 8.4	1 No Carrom Boards with stand and chairs.					
D 8.5	Communication Room with one computer set,Printer and Internet Connectivity and a Telephone Line with Instrument.					
D 8.6	Servant Room with 2 beds,mattresses, bedsheet,pillows and blankets. With attached toilet/wash room.					
D 8.7	Laundry Room with water connection,power connection and 1 Washing Machines(Automatic) Capacity > 7.5 Kg.					
D 8.8	Toilet (Unnal) , Wash basin and Mirror					
D 4.9	Sofa Set (3+2) ! No., 1No Center Table, 32" or more size LCD/LED TV Preferably Wall Mounted,Cable Connection with 15 Indian(8 Hindi and 7 regional Channels (News,Sports & Entertainment)					
D 4.10	RO Plant of sufficient capacity to meet demand of 15 Persons in Mess as well as for their residences.					
D 4.11	Split AC 1.5 T-2 Nos					

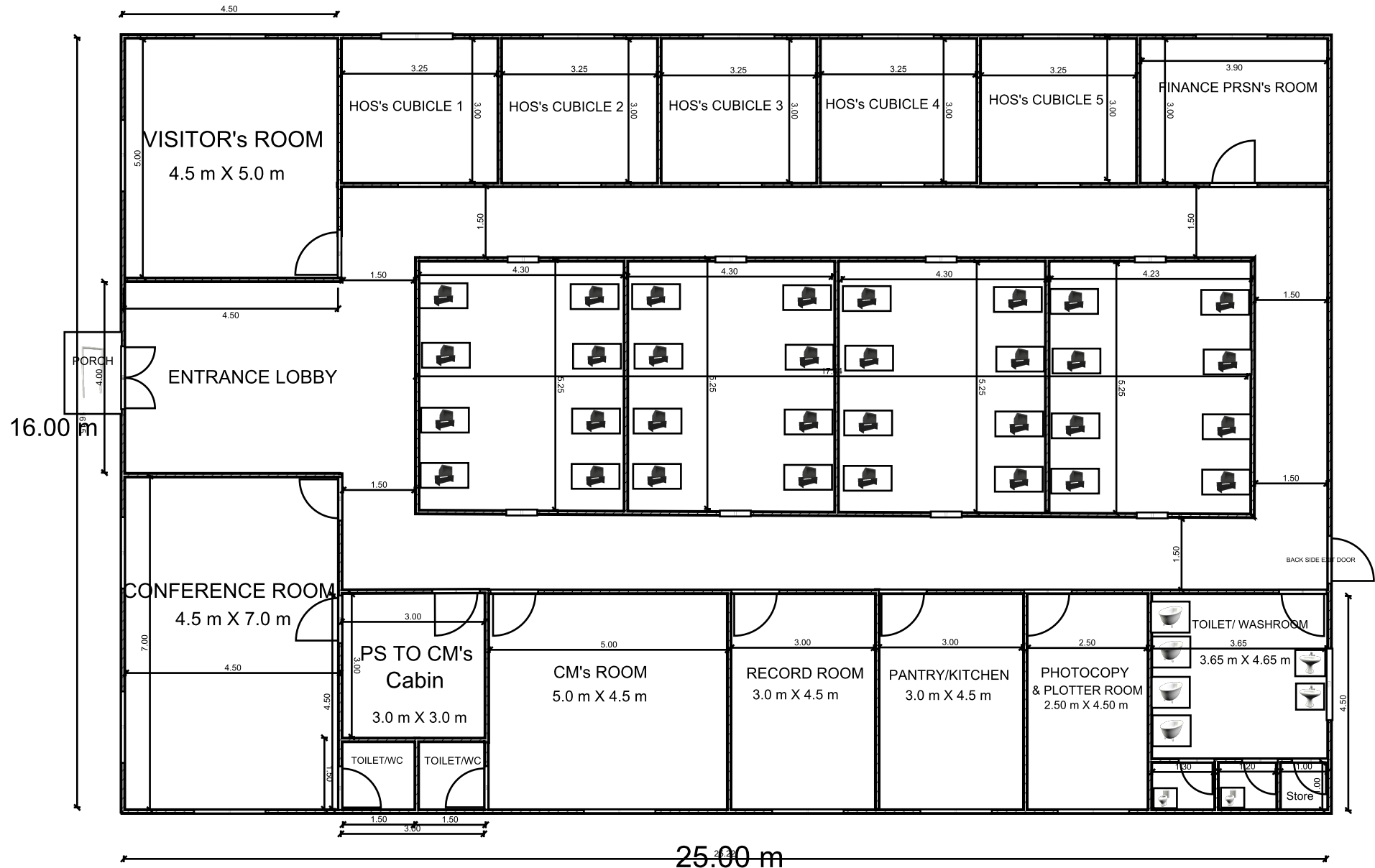
<b>Scope: Providing fully furnished and Serviced Infrastructure Facilities &amp; Misc. Services on Rent to BHEL on Built,Operate,Maintain and Take back basis at Marib 400 MW GTPSP ,Yemen Site.</b>						
ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	PERIOD	UNIT RATES IN USD	AMOUNT IN USD
		A		B	C	=AxBxC
E 1	<b>FULLY FURNISHED HOUSE IN SANA'A</b> -Providing in Sana'a -Fully Furnished Air Conditioned Big House (Villas) consisting of 5 Bed Rooms with attached Toilets and Furnished Drawing Room , Dining Hall and furnished kitchen.Providing the following are in Tenderers' Scope - Cooking Range ,Microwave Oven,Refrigerator,Gas Cylinders,Utencils,Crockery,Dinning Table 4x2 ,Sofa Set,Center Table and services for House keeping ,Laundry and Service Water .Power charges shall be paid at actuals.	1	per month	33		

Overall Total Price

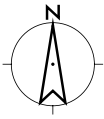
**Notes :**

- 1 **Contractor must visit site before quoting the rate and should take in account all site conditions in account.**
- 2 **Tenderer shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.**
- 3 In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the work, if awarded, will be on the lowest quoted rate obtained against that item.
- 4 The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
- 5 In the event of an error occurring in the total amount column of schedule of quantities as a result of wrong calculation of the unit rate and quantity, the unit rate shall be regarded as firm and calculation shall be amended on the basis of the unit rate.
- 6 The quantities indicated against each item above are tentative and are liable to vary depending upon the site requirement. The contractor has to supply / install actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be adjusted on the basis of quantities actually executed at site & payment will also be regulated accordingly for the same. The contractor confirms that unit rate quoted above takes care of such variations during execution stage.
- 7 **Items mentioned in item description shall have to be supplied against that item and their rent shall be included in the rent of that item only.**
- 8 **In case change in area of any item as given in BOQ, agreed rate as per contract for that item, shall be divided by area as given in the item and multiplied by actual area to work out the revised rate. Payment to the Contractor against that item shall be done according to this revised rate without any additional cost to BHEL.**
- 9 In case contractor fails to provide required items as per contract ,BHEL shall reserve the rights to procure the items and deduct the expenditure adding 30% overhead charges from the Tenderer's Running Bills.
- 10 Evaluation of the bids shall be done based on overall total price calculated for all the items of the BOQ.
- 11 Minimum Following common Facilities/Utilities shall be made available by the tenderer during service period.Any additional service which shall require for smooth operation shall also be arranged by the Tenderer considering that all the Infra Structure Set up for Office,Residence and Storage are in this Tender's Scope.**Accordingly Overall Rates Shall be inclusive of Service,Maintenance,operation and Site Clearing after completion of Contract.**
  - i Power Supply through DG sets
  - ii Area Lighting
  - iii Area Development.
  - iv Daily Sanitation,House keeping,Trash Disposal with suitable manpower and consumables.
  - v Fire Fighting System.
  - vi Sewerage Disposal System.
  - vii Approach Roads
  - viii Fencing of Housing Complex and Office Complex and storage area.
  - ix Supply of Service Water
  - x Supply of (RO/Mineral)Drinking Water in all residential Sets and Office etc.
- 12 **In case BHEL decides to continue beyond contract period, Tenderer shall have to provide all these services as per BOQ . For that Tenderer shall give 10% and 15% discount in rent on original awarded rent for the individual items Except Item C of BOQ ,for the 1st and 11nd year after contract period respectively i.e. 10% discount for the period from 34th month to 45th month and 15 % discount for the period from 46th month to 57th month. However if contract is extended beyond 57 months, Rent shall be decided as mutually agreed. For Item C, Contractor shall extend these services for six months beyond contract period on same rates as in BOQ cum Rate schedule and beyond six months rates shall be decided on mutual agreement.**

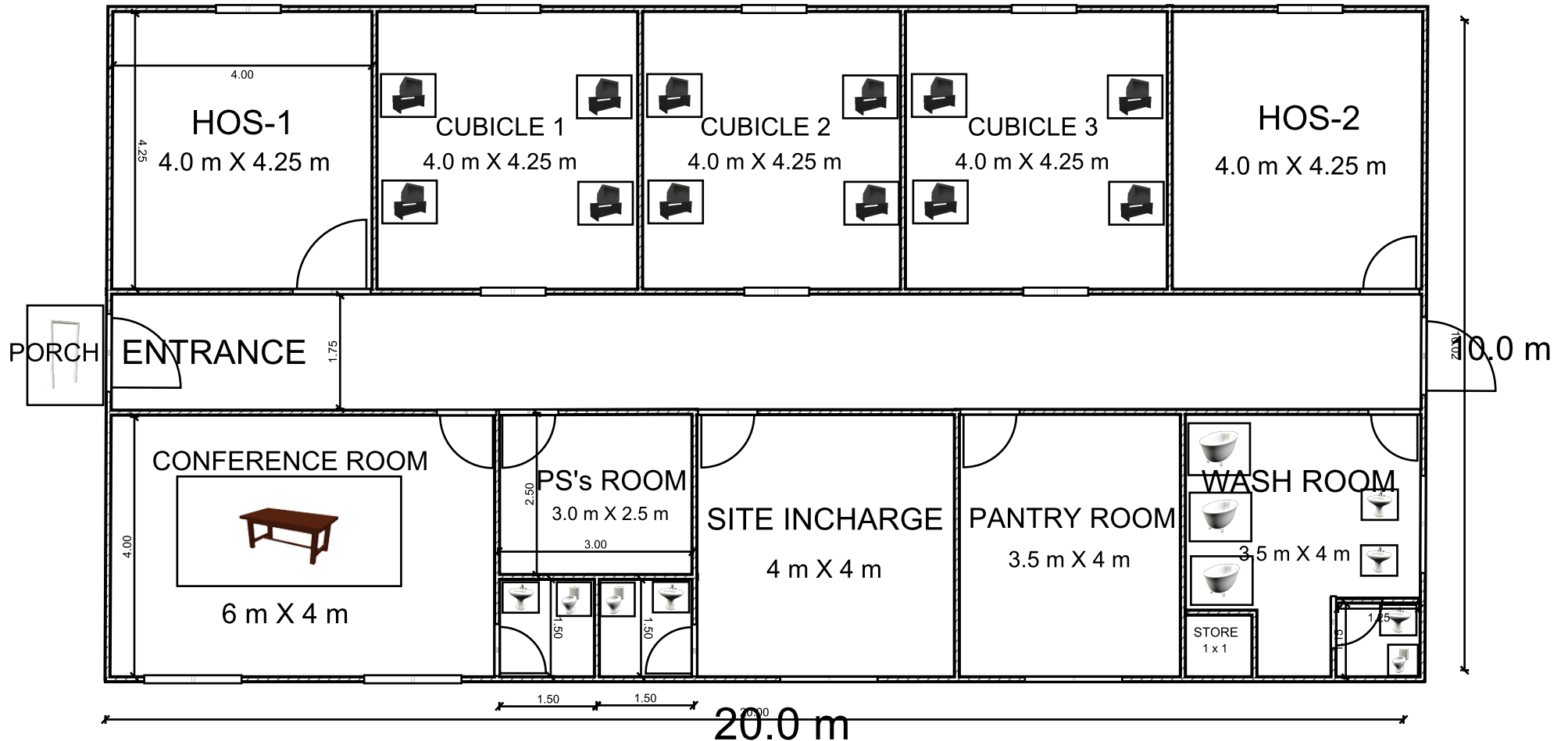
# Schematic Layout For Office



Total Floor Area of Office = 400 sqm

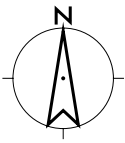


# Schematic Layout For Office



Total Floor Area of Office = 200 sqm

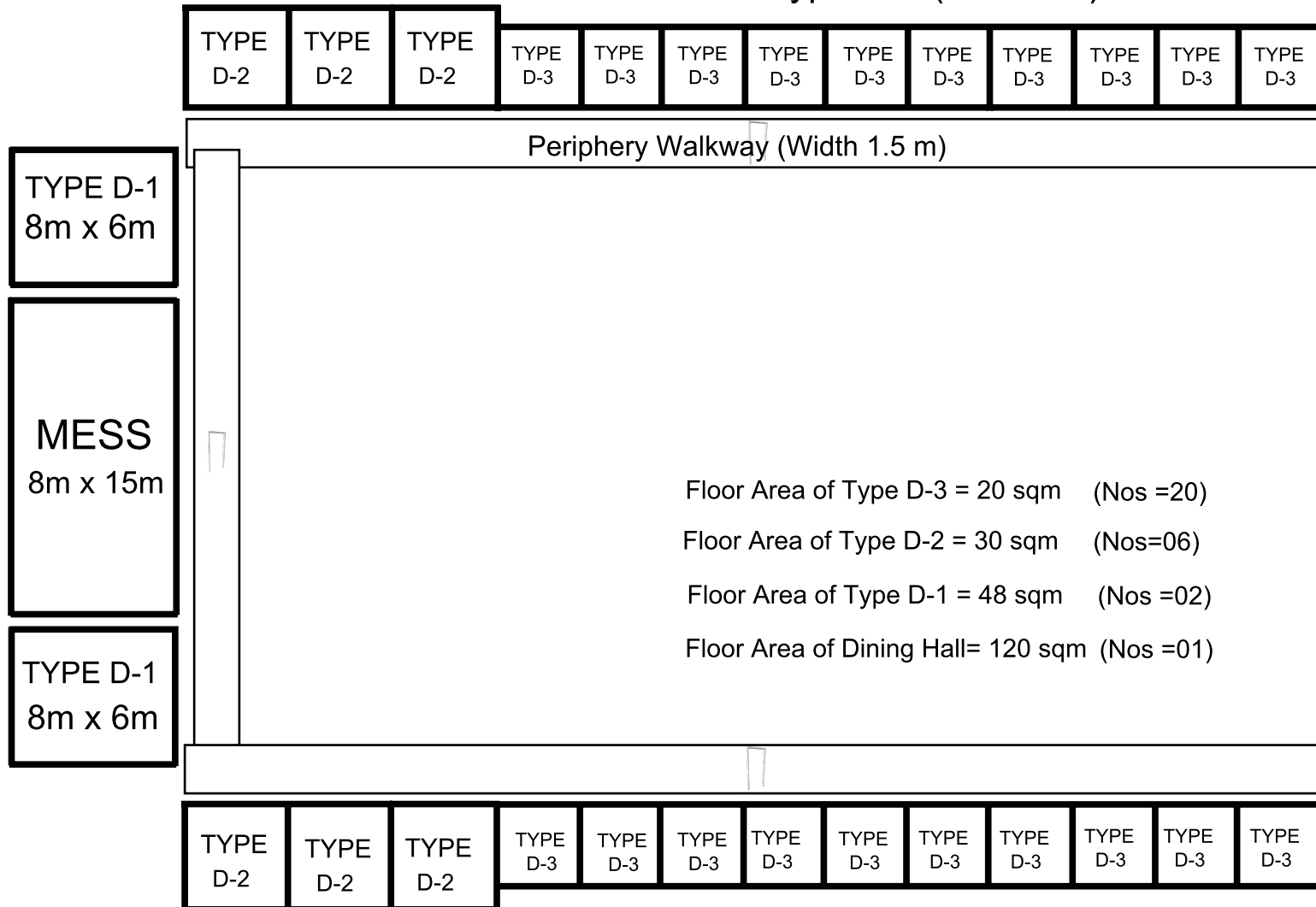




# Schematic Layout For Residential Unit

3 Nos- Type D-2 (5m x 6m)

10 Nos- Type D-3 (5m x 4m)



Floor Area of Type D-3 = 20 sqm (Nos =20)

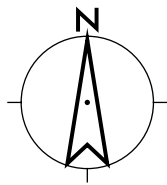
Floor Area of Type D-2 = 30 sqm (Nos=06)

Floor Area of Type D-1 = 48 sqm (Nos =02)

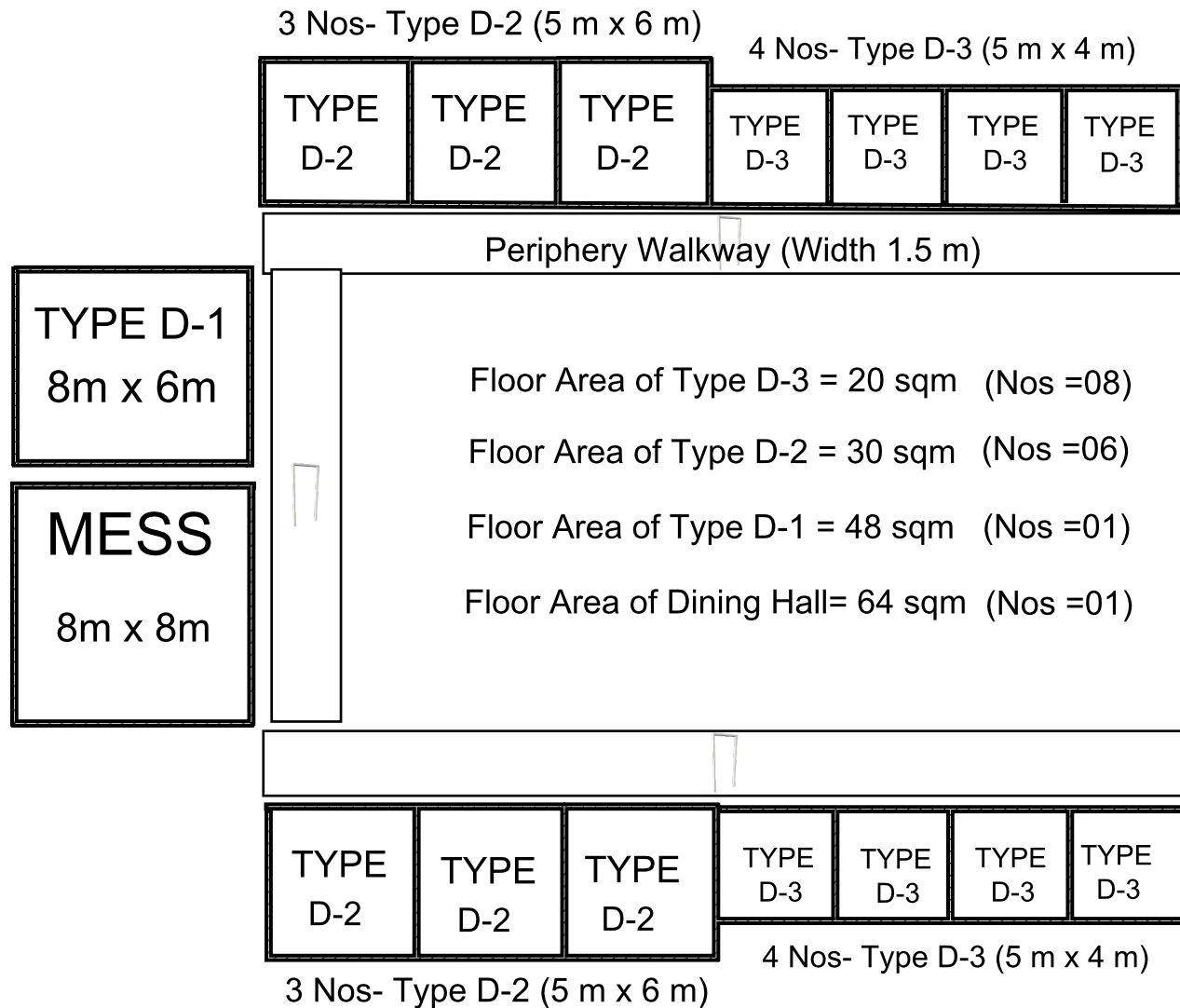
Floor Area of Dining Hall= 120 sqm (Nos =01)

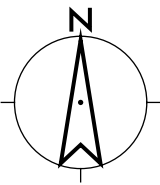
3 Nos- Type D-3 (5m x 6m)

10 Nos- Type D-3 (5m x 4m)

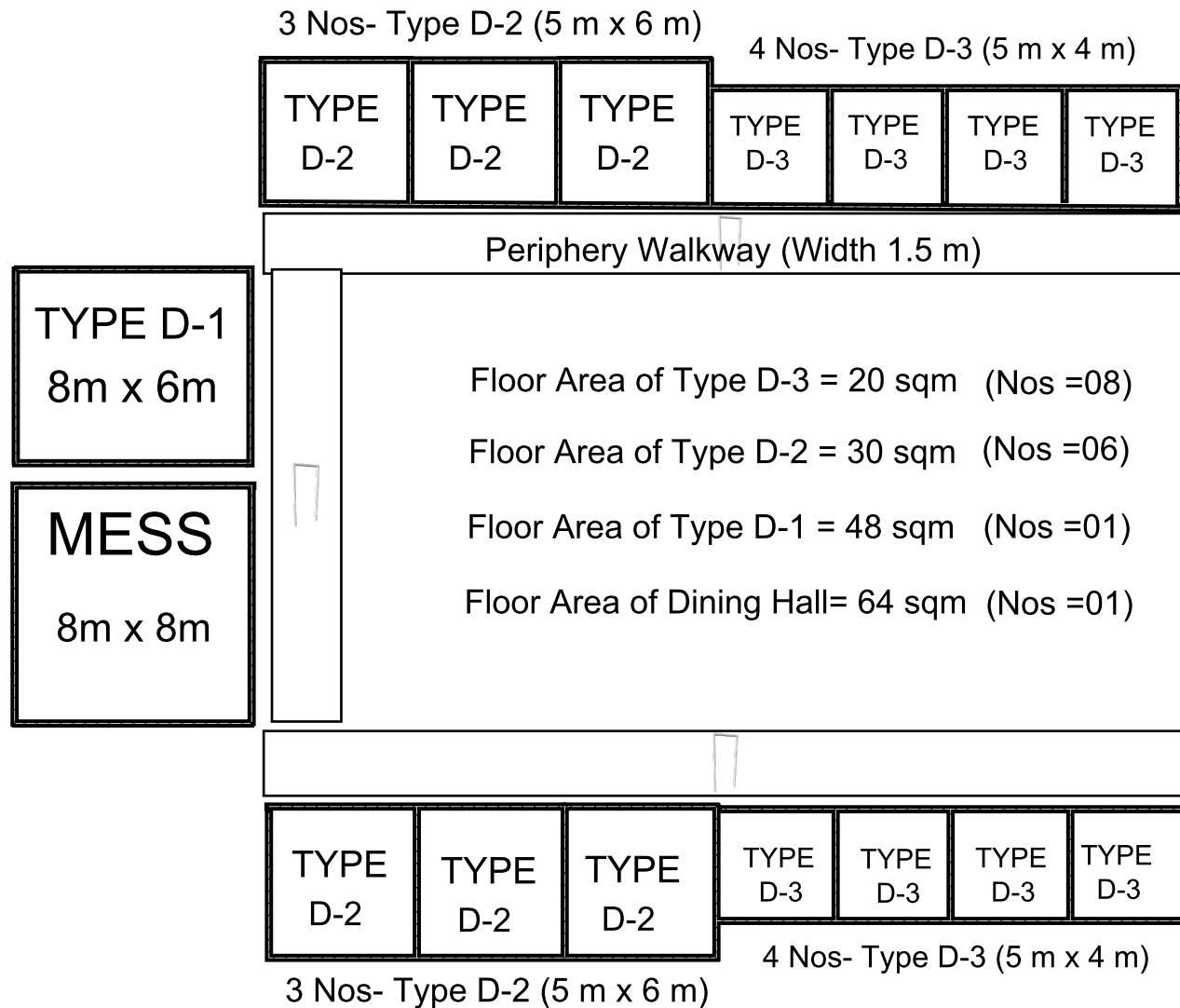


# Schematic Layout for Residential Unit

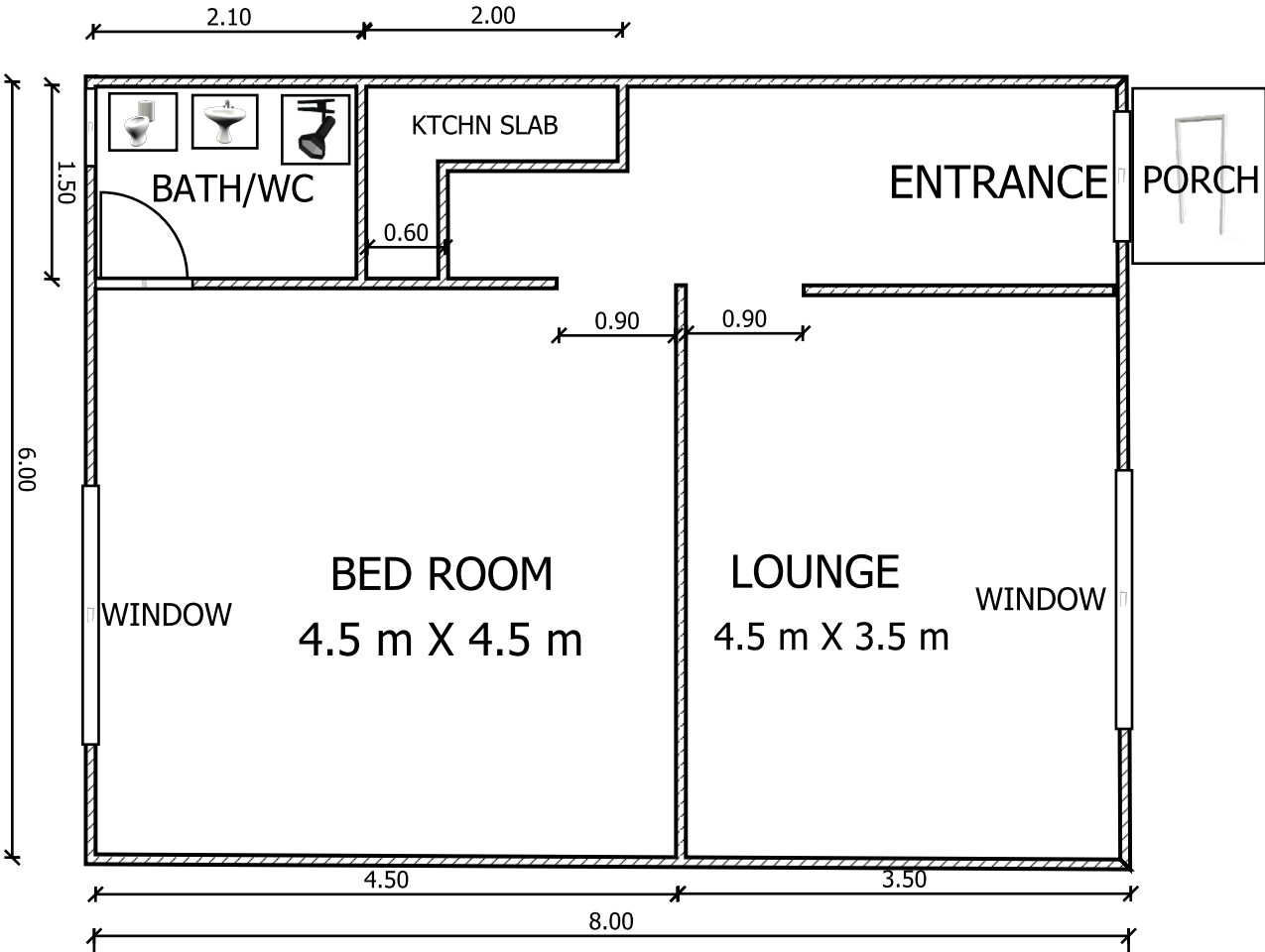




## Schematic Layout For Residential Unit

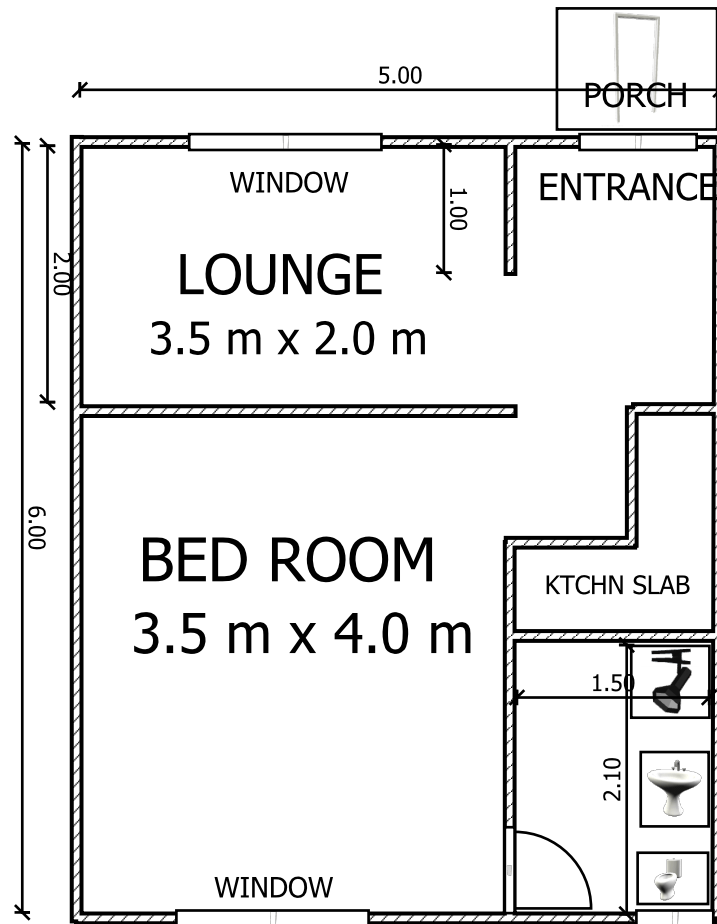


# Residence Type D-1



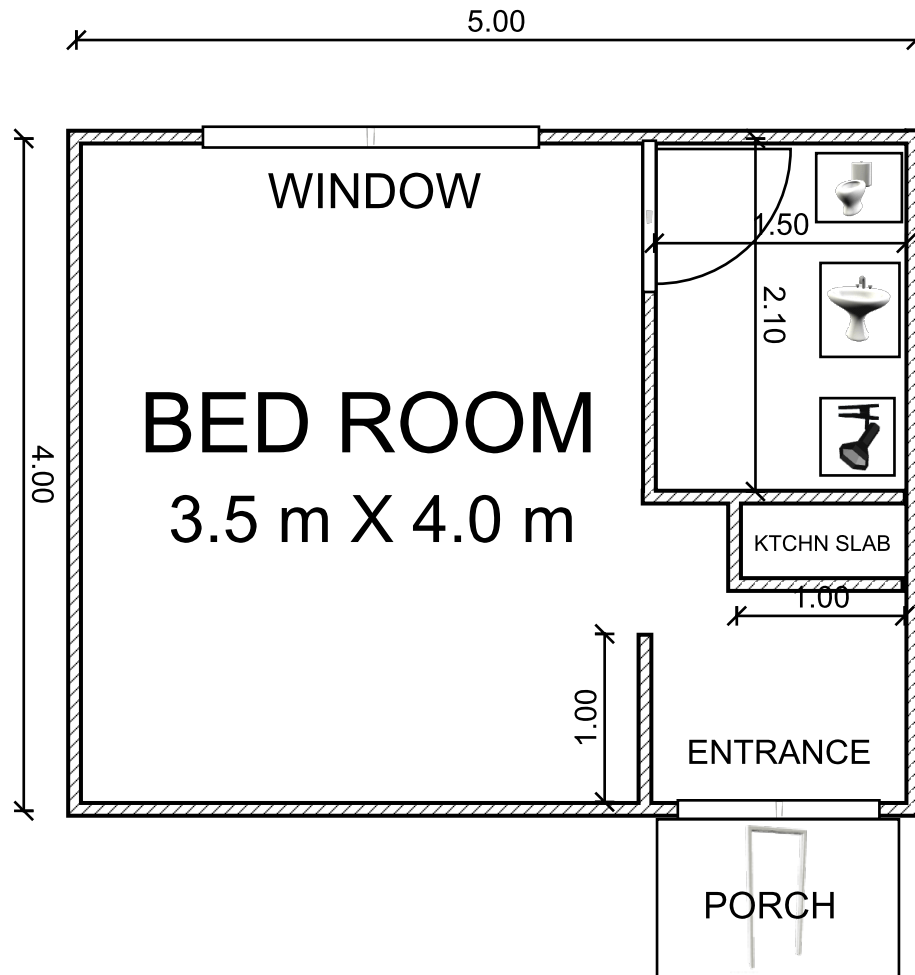
Total Floor Area of Unit = 48 sqm

# Residence Type D-2



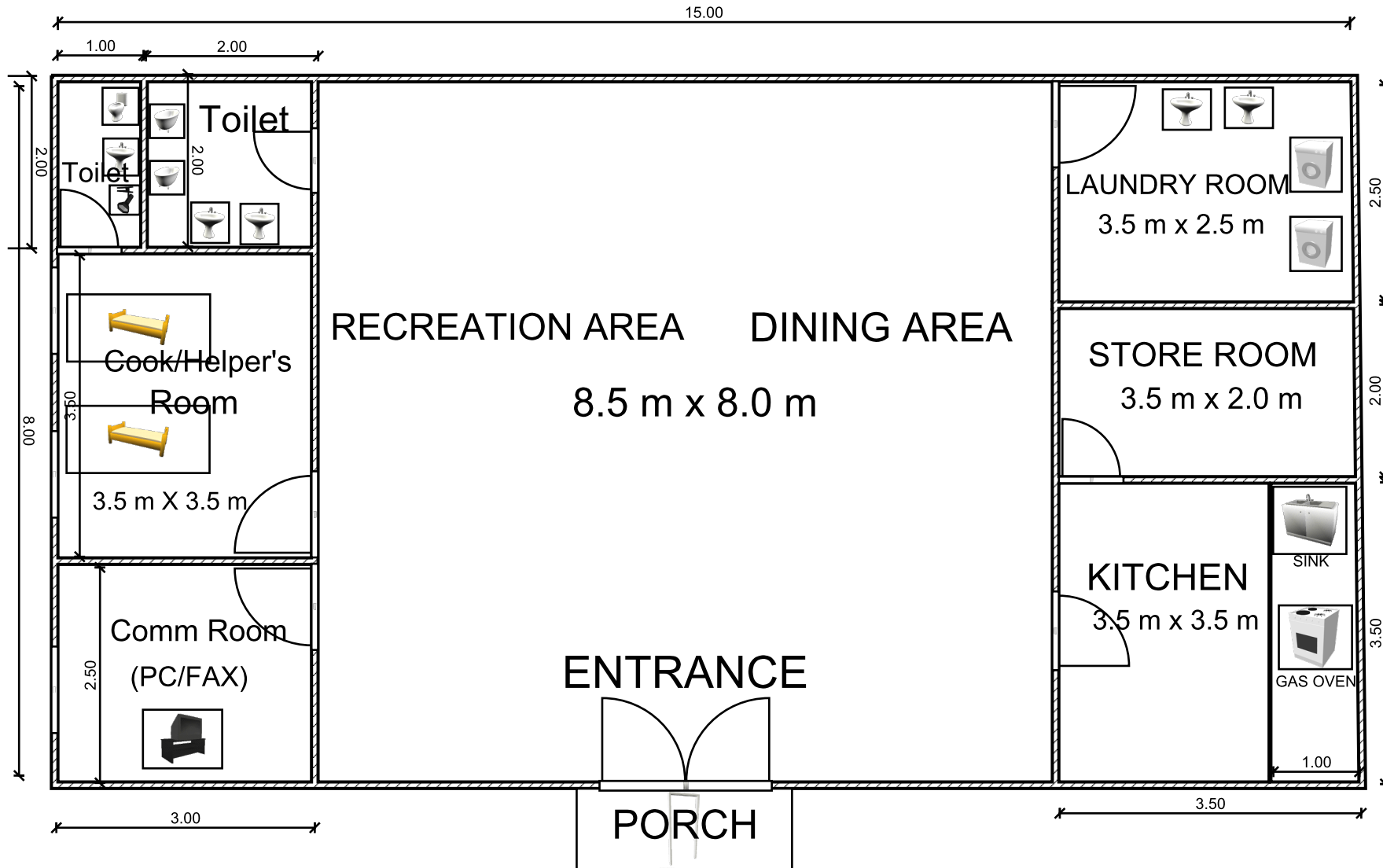
Total Floor Area of Unit= 30 sqm

# Residence Type D-3



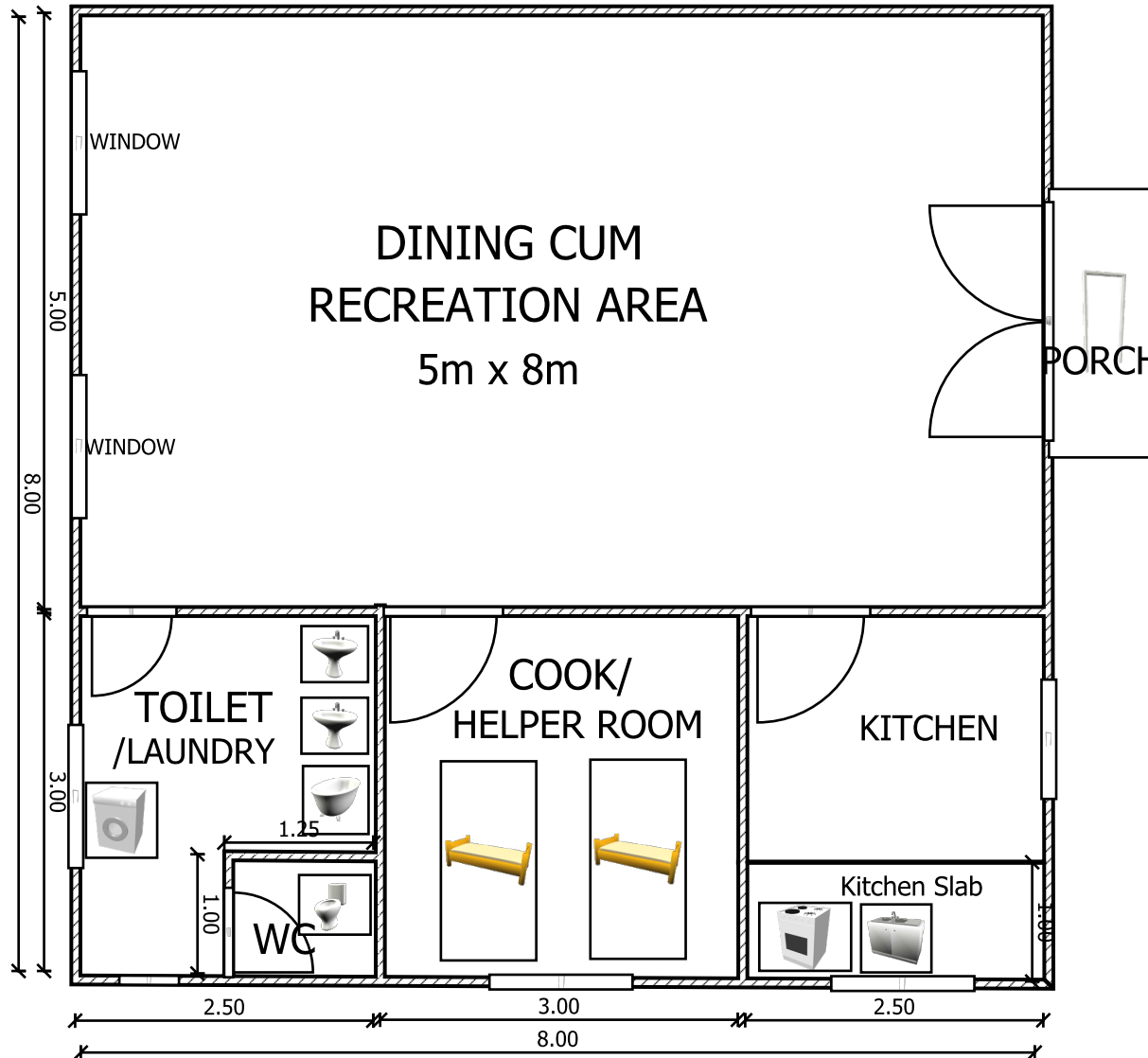
Floor Area of Unit = 20 sqm

# Schematic Layout For Mess



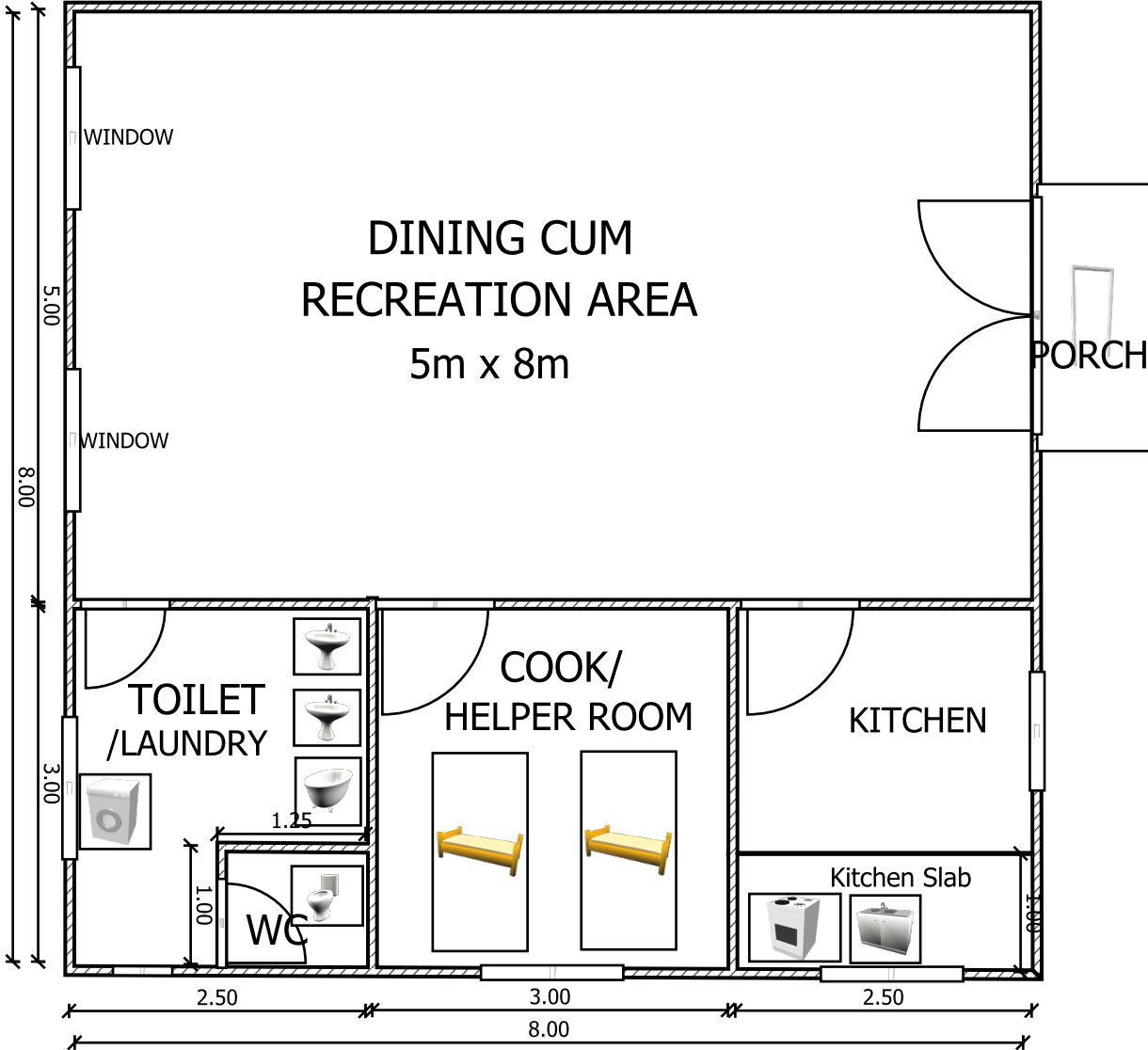
Total Floor Area of Unit = 120 Sqm

# Schematic Layout For Mess



Total Floor Area of Unit= 64 sqm

# Schematic Layout For Mess



Total Floor Area of Unit= 64 sqm

# TENDER - SPECIFICATIONS

## VOLUME- IC (GCC)



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

# General Conditions of Contract

(Common for Power Sector Regions)

2012

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## **CHAPTER -1**

### **1. GENERAL INSTRUCTION TO TENDERERS**

#### **1.1. DESPATCH INSTRUCTION**

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

#### **1.2. SUBMISSION OF TENDERS**

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, 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 material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

### 1.3. LANGUAGE

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

### 1.4 PRICE DISCREPANCY:

1.4.1 **Conventional (Manual) Price Bid opening** : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'iv' above.

1.4.2 **Reverse Auction**: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

### 1.5. QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in

- the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
  - iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
  - iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of Republic of Yemen shall not be considered.

**1.6. EVALUATION OF BIDS**

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender

**1.7. DATA TO BE ENCLOSED**

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**  
shall not be applicable for Foreign Parties. However if Foreign Party is having permanent establishment in India, INCOME TAX PERMANENT ACCOUNT NUMBER shall be required.
- ii) **ORGANIZATION CHART**  
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- iv) **IN CASE OF INDIVIDUAL TENDERER:**  
His / her full name, address and place & nature of business.

v) **IN CASE OF PARTNERSHIP FIRM**

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

vi) **IN CASE OF COMPANIES:**

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 **AUTHORISATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.9 **EARNEST MONEY DEPOSIT**

1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
- ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
- iii) No other form of EMD remittance shall be acceptable to BHEL
- iv) Bidder may opt to deposit "One Time EMD" of USD 3650 (USD Three thousand six hundred fifty only) or Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
  - Note: The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.

v) Bidders who have already deposited such "One Time EMD" of USD 3650 (USD Three thousand six hundred fifty only) or Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL Regional HQ issuing the tender shall be enclosed along with the offer.

1.9.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

1.9.3 EMD shall not carry any interest.

1.9.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

**1.10 SECURITY DEPOSIT – NOT APPLICABLE**

**1.11 BANK GUARANTEES – NOT APPLICABLE**

**1.12 VALIDITY OF OFFER**

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any) . In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

**1.13 EXECUTION OF CONTRACT AGREEMENT**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL

**1.14 REJECTION OF TENDER AND OTHER CONDITIONS**

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

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.

1.14.4 If a tenderer who is a proprietor expires after the submission of his 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 tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.14.6 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 the Earnest Money/Security Deposit/any other money due.
- 1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.14.12 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.

## **CHAPTER-2**

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v) “SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
- viii) “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
- ix) “GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.
- x) “TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical

	Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	“LETTER OF INTENT” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	“PLANT” shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	“EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
xvii)	“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	“MONTH” shall mean calendar month unless otherwise specified in the Tender.
xxi)	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.
xxii)	“COMMISSIONING” shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for

	taking into service.
xxiii)	“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
xxvi)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tenderl
xxvii)	“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
xxviii)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
xxix)	“DE MOBILISATION” shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
xxx)	“RE MOBILISATION” shall mean the resumption of work with all resources required for the work after demobilization.
2.2	<p><b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract</p>
2.3	<p><b>ISSUE OF NOTICE</b></p> <p>2.3.1 <b><u>Service of notice on contractor</u></b> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same <b>by Registered Post / Speed Post to</b> or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.</p> <p>2.3.2 <b><u>Service of notice on BHEL</u></b> Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.</p>
2.4	<p><b>USE OF LAND</b></p> <p>No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.</p>

**2.5 COMMENCEMENT OF WORK**

- 2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

**2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

- 2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- 2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
- 2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 2.6.4 Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- 2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
- 2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
- 2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

## 2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under SI.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

- 2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.
- 2.7.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- 2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:
- a) The balance works (including but not limited to Trial Operation, PG Test, etc) are minor vis a vis the scope of work envisaged as per the contract.
  - b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL)
  - c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other reasons not attributable to the contractor

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work ( or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test, etc) as mutually agreed, shall however be reduced from the final contract value.

**2.7.9 LIQUIDATED DAMAGES/PENALTY**

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/Additional Items and PVC.

**2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3 **As per clause no. 10.1 of TCC.**
- 2.8.4 **As per clause no. 10.1 of TCC.**
- 2.8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- ~~2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.~~
- 2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11 All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage,

repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor

- 2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract
- 2.8.14 Any delay in completion of works/or non achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer

- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- 2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- ~~2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.~~
- 2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and

settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

- 2.8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

**2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

- 2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by monthwise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.
- 2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
- 2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Annual/Overall Performance Evaluation' of the Contractor and also for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works

**2.10 TIME OF COMPLETION**

- 2.10.1 The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers
- 2.10.2 The entire work shall be completed by the contractor within the time schedule or within such

extended periods of time as may be allowed by BHEL under clause 2.11	
2.11	<b>EXTENSION OF TIME FOR COMPLETION</b>
2.11.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
2.11.2	Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
2.11.3	However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
2.11.4	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.
2.11.5	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program
2.11.6	At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.
2.12	<b>OVERRUN COMPENSATION – NOT APPLICABLE</b>
2.13	<b>INTEREST BEARING RECOVERABLE ADVANCES – NOT APPLICABLE</b>
2.14	<b>QUANTITY VARIATION – NOT APPLICABLE</b>
2.15	<b>EXTRA WORKS – NOT APPLICABLE</b>
2.16	<b>SUPPLEMENTARY ITEMS – NOT APPLICABLE</b>
2.17	<b>PRICE VARIATION COMPENSATION – NOT APPLICABLE</b>
2.18	<b>INSURANCE</b>
2.18.1	BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
2.18.2	It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc.

against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

#### 2.19 **STRIKES & LOCKOUT**

2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

#### 2.20 **FORCE MAJEURE**

The following shall amount to Force Majeure:-

2.20.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.20.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

#### 2.21 **ARBITRATION & RECONCILIATION**

2.21.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such

dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

2.21.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable :

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.21.3 The cost of arbitration shall be borne equally by the parties.

2.21.4 Work under the contract shall be continued during the arbitration proceedings

2.22 **RETENTION AMOUNT – As per clause no. 7.2 (c) of TCC.**

2.23 **PAYMENTS**

Payments to Contractors are made in any one of the following forms

2.23.1 **Running Account Bills (RA Bills)**

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract.
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and

- binding on the contractor.
- v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

**2.23.2 Final Bill**

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) 'No Claim Certificate' by contractor  
ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc  
iii) Indemnity bond as per prescribed format

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

**2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP – NOT APPLICABLE**

**2.25 CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

**2.26 REVERSE AUCTION:**

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.

**2.27 SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

**2.28 OTHER ISSUES**

- 2.28.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 2.28.2 In case of any conflict between the Technical Conditions of Contract and General Conditions of Contract, provisions contained in the Technical Conditions of Contract shall prevail.
- 2.28.3 Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.
- 2.28.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts like providing services for Hot water flushing, Chemical Cleaning, Transportation, etc

# **TENDER - SPECIFICATIONS**

## **VOLUME- ID (FORMS & PROCEDURES)**



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

Rev 01

1<sup>st</sup> June  
2012

# FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS  
LIMITED



# FORMS & PROCEDURES

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## FORMS & PROCEDURES

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## : will be released later

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

## NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date :

Place:

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

**Tick(√) any one as applicable:**

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

### **BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

---

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

**FORMAT FOR SEEKING CLARIFICATION**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date &amp; seal of Authorized Representative of the Bidder)

**CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER**

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETE D	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**NOTES:**

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.

2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.

3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

DATE :  
PLACE:

Signature

Name, Designation &amp; Seal of Bidder

**CONTRACT AGREEMENT**

Form No: F-10 (Rev 00)

**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Government of India Undertaking)  
Power Sector – ..... Region

.....  
.....

**CONTRACT AGREEMENT**

AGREEMENT NO. \_\_\_\_\_

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
(SIGNATURE OF BHEL OFFICER )

**CONTRACT AGREEMENT**

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

AND

M/S \_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

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

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

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

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

OR

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

OR

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

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

OR

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

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of

**CONTRACT AGREEMENT**

- consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
  15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
  16. The following documents
    1. Invitation to Tender No-----  
and the documents specified therein.
    2. Contractor's Offer No-----  
dated-----.
    3. \_\_\_\_\_
    4. \_\_\_\_\_
    5. \_\_\_\_\_
    6. Letter of Intent No\_\_\_\_\_ dated\_\_\_\_\_.
    7. \_\_\_\_\_

shall also form part of and govern this Agreement.

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

WITNESS

- 1.
- 2.

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

WITNESS

- 1.
- 2.

(For and on behalf of BHEL)

**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

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

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

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

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

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

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

### BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

(Name of the Bank)

Signed for and on behalf of the Bank  
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====  
Notes :

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

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

B.G. No.

Date

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ by < **Name and Address of Bank**> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/S Bharat Heavy Electricals Limited a Company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001, hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. \_\_\_\_\_ (hereinafter referred to as the Contractor) have entered into a Contract arising out of Letter of Intent no. \_\_\_\_\_ dtd \_\_\_\_\_ (hereinafter referred to as "the Contract") for the < **Name of work**> with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest bearing advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in favour of the Company.

AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.

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

**NOW THIS DEED WITNESSES AS FOLLOWS:-**

- (1) In consideration of the Company having agreed to advance a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Contractor, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and /or the said advance together with interest as aforesaid is not fully recovered by the Company the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**  
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- (2) The decision of the Company whether the Contractor has failed to utilise the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs. \_\_\_\_\_ with interest if any shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court Tribunal or Arbitration proceedings or before any other Authority.
- (3) The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forebear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
- (5) The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
- (6) It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.
- (7) Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_, i.e. the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time. Unless a claim or demand under this guarantee is made against us on or before-----, we shall be discharged from our liabilities under this Guarantee thereafter.

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

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(8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Nagpur only.

(9) The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated\_\_\_\_\_ (To be incorporated by the Bank) granted to him by the proper authorities of the Guarantor.

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

(Name of the Bank)

Signed for and on behalf of the Bank  
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====  
Notes :

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

**FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE**

1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

BANK GUARANTEE No:

Date:.....

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:..... Dated ..... for  
 ..... Rs ..... in favour of yourself, expiry date  
 ....., on account of M/s ..... in respect of  
 Contract Number....., (herein after called the Original bank Guarantee)

At the request of M/s....., we ..... Bank,  
 having its branch Office at ..... and having Head office  
 at ....., do hereby extend our liability under the above mentioned Bank Guarantee  
 number..... dated ..... for a further period of .....Months/years  
 from ..... to expire on .....

Except as provided above, all other terms and conditions of the Original Bank Guarantee No  
 ..... Dated..... shall remain unaltered and binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it  
 would be attached.

Yours faithfully

Signature.....  
 Name & Designation.....  
 Power of Attorney/Signing Power No  
 Seal of Bank



PS- R

## MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 1 of 4

Name of Site						Contract No.				
						Name of Contractor				
Review for the month of						Brief Scope of work				
Date of Review										
PART- A PHYSICAL REVIEW										
Sl.No	Description of work	Unit of Measurement	Original Plan (QTY Planned for the month as per joint review of previous month)	Last months shortfall (attributable to Contractor)	Total Planned for the month (including previous month backlog attributable to Contractor)	Achieved	Shortfall attributable to (in Qty)		REMARKS	
			(a)	(b)	C=(a)+(b)		BHEL	Contractor		
		UOM	Phy.	Phy	Phy	Phy.	Phy.	Phy.		
Use separate sheets if necessary										

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- R

**MONTHLY PLAN & REVIEW WITH  
CONTRACTOR**

Page 2 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-1 REVIEW OF DEPLOYMENT OF MAJOR T&amp;Ps

**SUPPLIER SCOPE:-**

SN.	MAJOR T&P TO BE DEPLOYED AS PER WORK PLANNED FOR THE MONTH	QTY.	DEPLOYMENT STATUS (ACTUAL DEPLOYED)	REMARKS (WORKS EFFECTED DUE TO NON-DEPLOYMENT OF T&Ps)

**BHEL SCOPE:-**

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- R

**MONTHLY PLAN & REVIEW WITH  
CONTRACTOR**

Page 3 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-2 REVIEW OF DEPLOYMENT OF MANPOWER

**SUPPLIER SCOPE:-**

SNO.	AREA OF WORK	CATEGORY OF LABOUR	NO. OF LABOUR REQUIRED AS PER CATEGORY	DEPLOYED FOR THE PERIOD	REMARKS (WORKS AFFECTED DUE TO NON-AVAILABILITY OF LABOUR)

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- R

**MONTHLY PLAN & REVIEW WITH  
CONTRACTOR**

Page 4 of 4

**CONTRACT No.:****Date of Report:****PART C1 : PLAN FOR THE NEXT MONTH (PHYSICAL)**

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY (EXCLUDING SHORTFALLS ATTRIBUTABLE TO CONTRACTOR TILL DATE)	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

**PART C2: PLAN FOR THE NEXT MONTH  
(OTHERS)**

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- R

MONTHLY PLAN & REVIEW WITH  
CONTRACTOR

Page 5 of 4

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 1 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	0.35			Quality Officer or his authorised nominee should be available for all the days	Daily Log Book entry/Incident Registers/letter references
#1.02	Shortfall in number of weekly Quality meetings in the month, not conducted or not attended by Quality officer or his authorised nominee	QUALITY	0.7			Quality meetings to be held every week	Daily Log Book entry/Incident Registers/letter references
#1.03	Level of compliance wrt decisions taken in previous Quality meetings	QUALITY	0.35			Number of consolidated issues discussed in Quality meetings	Daily Log Book entry/Incident Registers/letter references
#1.04	Number of batches of welding electrodes, cement, sand , aggregate, consumable, Paints etc as applicable for which test certificates not submitted OR MM & MH pkg: ) In case of MM & MH package, monthly checks	QUALITY	0.375			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.05	Number of incidences of improper storage of inflammable gases and liquids, fuel etc	QUALITY	0.35			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.06	Total number of complaints in the month on non-preservation of materials under the custody of the contractor / erected in his scope.	QUALITY	0.35			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.07	Cumulative number of days in the month delayed due to poor organisation/planning of works at site.	QUALITY	0.625			Cumulative number of days delayed	Daily Log Book entry/Incident Registers/letter references
#1.08	Total number of rework instances in a month necessitated due to improper works/procedures by contractor	QUALITY	0.625			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.09	Total number of complaints received in the month on the quality of finish / aesthetics	QUALITY	0.65			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.10	Total number of instances in the month, House keeping NOT attended to inspite of instructions by BHEL -ie removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc from the working area to identified locations	QUALITY	0.625			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 2 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#2.01	Number of times the workplan submitted FOR THE NEXT MONTH is REJECTED for not being supported with proper T&P (major) and Manpower.	PERFORMAN CE	3.47			Number of rejections	Daily Log Book entry/Incident Registers/letter references
#2.02	Number of times the Work plan (unloading and storage plans in case of MM & MH packages) is not supported by relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading/storage plans etc as applicable for the works planned	PERFORMAN CE	3.47			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.03	Cumulative number of days of delay in submission of plan FOR THE NEXT MONTH supported by deployment plan of Major T&Ps and Manpower (as per C-1 & C-2 of Format F-14)	PERFORMAN CE	1.73			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.04	Percentage of delayed submission of Daily Reports for Progress, Labour etc	PERFORMAN CE	1.87			Percentage of daily reports delayed/Scheduled date is each day for the previous day	Daily Log Book entry/Incident Registers/letter references
#2.05	Number of days delayed for submission of log sheets / protocols / Monthly Progress reports for the work executed during the month under measurement	PERFORMAN CE	0.93			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.06	Shortfall attributable to contractor as a percentage of what is clearly executable (In line with Terms of payment) by contractor as per the plan (part-A of F-14) for the subject month	PERFORMAN CE	20.67			Percentage calculated as per part-A of F-14	Progress review formats
#2.07	Cumulative number of days in the month for which feedback/briefing on plans for the day and the progress of previous day was not given to BHEL	PERFORMAN CE	2.67			Cumulative number of days for which briefing or feedback not given/each day for the previous day	Daily Log Book entry/Incident Registers/letter references
#2.08	Cumulative number of major instances in the month hampering/affecting progress of work due to improper management of labour and T&P at site leading to slowed progress of work or extended the completion of works	PERFORMAN CE	3.47			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.09	Cumulative number of days of work lost due to interface issues with fellow contractors/ customers leading to stoppage / delay in works, attributable to the contractor	PERFORMAN CE	1.73			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 3 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#2.10	Number of times the commitments on augmentation of resources as per plan for the month have slipped	PERFORMANCE	3.47			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.11	Number of days the submission of Running bills for the month are delayed	PERFORMANCE	0.93			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.12	Number of days the supporting documents for the Running bills submitted for the month are delayed	PERFORMANCE	0.93			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.13	Number of times updations were not carried out in maintainance of records in PC in a form approved by BHEL at site (as applicable for respective packages).	PERFORMANCE	1.33			Cumulative number of days updation not carried out/	Daily Log Book entry/Incident Registers/letter references
#2.14	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	PERFORMANCE	3.47			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.15	Number of refusals for improvement/remedial measures suggested by BHEL	PERFORMANCE	0.67			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.16	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour	PERFORMANCE	2.67			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.17	Number of times rework refused	PERFORMANCE	1.73			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.18	Cumulative number of days in the month recording/logging was not done in daily log/ history register / hindrance register maintained at BHEL Site Office	PERFORMANCE	1.33			Cumulative number of days recording or logging was not done/all days of the month	Daily Log Book entry/Incident Registers/letter references
#2.19	<b>Erection Agency:</b> Cumulative number of major instances in the month hampering/affecting progress of work due to delayed or non-deployment of separate gang for material handling works OR <b>MM Agency:</b> Cumulative number of major instances in the month hampering/affecting erection work due to not identifying or not locating or not retrieving of materails required by erection agency	PERFORMANCE	3.47			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 4 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#3.01	Number of days of delay in submission of PLAN vis a vis ACTUAL deployment of Manpower for the month under review (as per part B-2 of F-014)	RESOURCES	1.5			Number of days delayed/ Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#3.02	Number of days of non-availability of supporting staff at office for submission of required reports/documentation as required for the contract	RESOURCES	1.5			Cumulative number of days supporting staff not available	Daily Log Book entry/Incident Registers/letter references
#3.03	Number of days of delay in submission of PLAN vs ACTUAL deployment of major T&P for the month under review (as per B-1 of F-14)	RESOURCES	2.5			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#3.04	Cumulative number of major instances in the month hampering/affecting progress of work due to non availability of operator / fuel in contractor's scope for Major T&P and MME	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.05	Cumulative number of major instances in the month hampering/affecting progress of work due to breakdown or non availability of major T&P and MME for the work	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.06	Cumulative number of major instances in the month hampering/affecting progress of work due to non-availability of proper T&P/MME (number, capacity adequacy, and working condition) under the scope of contractor	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.07	Number of times Contractor's T&P (items common to BHEL and Contractor) was NOT made available before requesting for the same T&P from BHEL	RESOURCES	2.5			Total number of requests from contractor	Daily Log Book entry/Incident Registers/letter references
#3.08	Cumulative number of major instances in the month hampering/affecting progress of work due to non-availability of Consumables under the scope of contractor	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.09	Cumulative number of days in the month lost due to use of improper consumables like electrodes, gases, Cement, sand, etc as applicable	RESOURCES	2			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

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Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#4.01	Number of deviations from the site organisation report submitted initially wrt deployment for the current month affecting work progress.	SITE INFRASTRUCTURE & SERVICE	0.94			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#4.02	Cumulative number of days in the month lost due to delayed renewal in respect of Labour license, Insurance, electrical licence, factory inspector etc as applicable	SITE INFRASTRUCTURE & SERVICE	0.94			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#4.03	Number of non-compliances of Statutory requirements like validity of Labour Licence, Labour Insurance, PF, etc and any other applicable Regulation	SITE INFRASTRUCTURE & SERVICE	0.5			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#4.04	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assy area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.05	Number of days of non-availability of well maintained toilets facilities for workers (separate for men and women)	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.06	Number of days of non-availability of potable drinking water stations for workers in specified areas.	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.07	If applicable as per contract, Provision of Water meter for each point of distribution and cumulative number of days of non-submission of water consumption / non-working of water meter	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 6 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#4.08	Provision of Energy meter for each point of distribution and cumulative number of days of non-submission of energy consumption / non-working of energy meter	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.09	Commitment of Top Management of Contractor for welfare of labour	SITE INFRASTRUCTURE & SERVICE	0.44			Percentage of welfare activities done	Daily Log Book entry/Incident Registers/letter references
#5.01	Number of days delayed in making labour payments of the last month	SITE FINANCE	2.14			Number of days delayed/Scheduled date is 10th day of the month succeeding the month under reference	Daily Log Book entry/Incident Registers/letter references
#5.02	Number of complaints from sub supplier for non receipt of payments	SITE FINANCE	1.43			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#5.03	Number of times the site operations are hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	1.43			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#6.01	Cumulative number of days in a month the nominated Safety Officer or his authorised nominee is not available	HSE & SA	0.5			Safety Officer or his authorised nominee should be available for all the days	Daily Log Book entry/Incident Registers/letter references
#6.02	Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer or his authorised nominee	HSE & SA	0.25			Safety meetings to be held every week	Copy of Minutes of meeting
#6.03	Level of compliance wrt decisions taken in previous Safety meetings	HSE & SA	0.25			Number of consolidated issues discussed in Safety meetings	Daily Log Book entry/Incident Registers/letter references
#6.04	Delay in submission of monthly report on safety in the prescribed form	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#6.05	Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc	HSE & SA	0.25			Number of days delayed/Scheduled date is the next date of occurrence/notice of incidence	Copy of FIR lodged by Contractor
#6.06	Number of times warnings issued for using scaffoldings other than steel	HSE & SA	0.25			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#6.07	Number of times punitive fines imposed for not complying with use of PPE	HSE & SA	0.375			Total number of non compliances	Non-compliance intimation documents from BHEL site

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 7 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#6.08	Number of times punitive fines imposed for unsafe practices	HSE & SA	0.345			Total number of non compliances	Copy of fine intimation documents from BHEL site
#6.09	Delay in number of days in submission of monthly report on provisions, maintainance and validity of fire extinguishers	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#6.10	Delay in number of days in submission of monthly report on provisions and maintenance of Electrical Safety for Equipments	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	copy of report
#6.11	Delay in number of days in submission of monthly report on provisions and maintainance of proper ELCBs for Electrical Safety of Personnel.	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	copy of report
#6.12	Number of times the agency has defaulted on display of safety posters / safety slogans / safety barriers/emergency numbers etc in identified areas	HSE & SA	0.25			Total number of non compliances	Non-compliance intimation documents from BHEL site
#6.13	Non compliances observed during HSE and Safety Audit	HSE & SA	0.25			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#6.14	Cumulative number of days in the month, First Aid Kits were not maintained at designated places at site	HSE & SA	0.25			Cumulative number of days	Non-compliance intimation documents from BHEL site
#6.15	Cumulative number of days in the month, there was non-availability of Ambulance or Emergency vehicle ( whichever applicable) at Site.	HSE & SA	0.25			Cumulative number of days Ambulance or Emergency vehicle not available	Daily Log Book entry/Incident Registers/letter references
#6.16	Number of days taken for submission of Root Cause analysis (RCA) for the accident /theft/ incidence from the cut off date intimated by BHEL for submission of RCA <b>NOTE:</b> Occurrences of last month to be accounted for in the evaluating month)	HSE & SA	0.25			Number of days delayed/Scheduled date is 7th day of occurrence or notice of incidence <b>NOTE:</b> Occurrences of last month to be accounted for in the evaluating month)	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01)

Page 8 of 8

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#6.17	Cumulative number of days in the month Women labour were deployed for office or site works during night hours (anytime between 18.00 hrs to 08.00 hrs)	HSE & SA	0.25			Cumulative number of days	Daily Log Book entry/Incident Registers/letter references
#6.18	Cumulative number of days in the month children under the age of 18 years were deployed for office or site works	HSE & SA	0.25			Cumulative number of days	Daily Log Book entry/Incident Registers/letter references

^

Performance Score Summary for the Month	Total score	Score Obtained
QUALITY	5	
PERFORMANCE	60	
RESOURCES	20	
SITE INFRASTRUCTURE & SERVICE	5	
SITE FINANCE	5	
HSE & SA	5	
OTHERS	0	
<b>TOTAL</b>	<b>100</b>	<b>0</b>

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

**MILESTONE COMPLETION CERTIFICATE**  
**(issued by BHEL on the specific request of Contractor)**

-----  
 Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

References

1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

Sl No	Milestone Activity	Remarks

This certificate is issued as per your request vide letter no .....  
 without any prejudice to the rights of BHEL in line with the terms and conditions of the  
 above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

**CONTRACT COMPLETION CERTIFICATE**  
**(Issued by BHEL/HQ on the specific request of Contractor)**

Ref :

Date:

**To Whom so ever it may concern**

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT NO & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	
9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY

This certificate is issued as per your request vide letter no .....  
without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

**INDEMNITY BOND**

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

-----  
 This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Power Sector-\_\_\_\_\_ Region, \_\_\_\_\_, \_\_\_\_\_ State. (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

**INDEMNITY BOND**

**(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)**

-----

The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxx

Witness:

- 1
- 2

**CONSORTIUM AGREEMENT**

---

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, by and between (1) M/s \_\_\_\_\_, ( The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_(herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s \_\_\_\_\_, (The Second Party, i.e, the associates), a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of \_\_\_\_\_, at \_\_\_\_\_ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s \_\_\_\_\_ ( The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for \_\_\_\_\_ as detailed in the Bid doc. no. < TENDER REF----->

AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of \_\_\_\_\_ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s \_\_\_\_\_ (The Second Party, the Associates) , who fully meet the balance part of the said works (\_\_\_\_\_).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

**CONSORTIUM AGREEMENT**

---

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

**CONSORTIUM AGREEMENT**

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely \_\_\_\_\_  
\_\_\_\_\_
4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely \_\_\_\_\_  
\_\_\_\_\_
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed interse between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

**CONSORTIUM AGREEMENT**

---

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_(Place) .

WITNESS

For

- 1. NAME
- 2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

- 1. NAME
- 2. OFFICIAL ADDRESS

(SECOND PARTY)

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].

**REFUND OF SECURITY DEPOSIT**-----  
To,The Construction Manager  
BHEL Site Office  
-----  
-----

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No: .....

Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated ..... . In line with Tender conditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: \_\_\_\_\_

Authorised representative of Contractor  
=====**To be filled up by BHEL**

1. Security Deposit to be refunded:
  - a. Cash Portion:
  - b. BG Portion :
2. Less
  - a. Amount spent by BHEL on behalf of Contractor:
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Other recoveries for Services etc
  - d. Any other recoveries
  - e. Total of 'a' to 'd':
3. Net Amount to be released (1-2) :
4. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Contract Guarantee period of ..... Months commenced wef : \_\_\_\_\_
  - c. All objections raised so far have been settled
  - d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Construction Manager

Date:-----

**REFUND OF GUARANTEE MONEY**

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR, \_\_\_\_\_ REGION**

---

Ref No:

Date:

1. Name and Address of Contractor :
2. Contract Agreement/LOI No :
3. Date of Contract Agreement/LOI :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :  
(Guarantee Period)
8. Date on which the Final Bill was paid :
9. Last date of making good the defect :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund:  
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Court dues/penalties/compensation :
  - d. Other recoveries for Services, etc :
  - e. Total of 'a' to 'd' :
14. Net Amount recommended for release (12-13) :

Signature of BHEL Engineer

Date: \_\_\_\_\_

**REFUND OF GUARANTEE MONEY**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR, \_\_\_\_\_ REGION**

**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL \_\_\_\_\_, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI (No \_\_\_\_\_ dated \_\_\_\_\_) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Signature of Contractor

Date:

**CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER**

1. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
  - c. All objections raised so far have been settled
  - d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date:-----

**FOR USE IN ACCOUNTS DEPARTMENT**

Passed for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

Accountant

Accounts Officer

**ACKNOWLEDGE BY THE CONTRACTOR**

Received Rs \_\_\_\_\_ in full and final settlement of my/our claim

Signature of Contractor

Date:

**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT**

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

-----  
KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection with .....  
.....  
..... vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**ANALYSIS OF UNIT RATES QUOTED**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No: .....

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	<b>TOTAL</b>	<b>100%</b>	

Yours faithfully,

(Signature, Date &amp; Seal of Authorized Representative of the Bidder)

**BHARAT HEAVY ELECTRICALS LIMITED**

DIVISION.....

**Running Account Bill**

(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor:

Name of the Work:

Sanctioned Estimate:

Code No:

Contract Agreement No :

Dated:

Departmental Bill no:

Division:

Date of written order to commence the work :

Date of commencement of the Work:

Due date of completion as per Agreement:

Date:

Sub-Division:

**1. ACCOUNT OF WORK EXECUTED**

On account payment for work not previously measured**			Item No of	Description of Work	Quantity as per agreement	Quantity executed up to date	Rate	Unit	Payment on the basis of actual measurement up to date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total As per Running Account bill	since last running account bill	Total up to date										
Rs.	Rs.	Rs.					Rs.	P.	Rs.	P.	Rs.	P.
1	2	3	4	5	6	7	8	9	10	11	12	13

\* \*1. Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12.

2. whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

---

1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

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---

Total value of work done up to date (A) ...

Deduct value of work shown on the last  
Running Account Bill (B) ...

Net value of work done since last (C) ...

---

Rupees (in words) .....only.

## II.MEMORANDUM OF PAYMENTS

		I		II	
		Rs.	P.	Rs.	P.
1.Total value of work actually measured as per Account No. I. Column 10	(A)	.....		.....	
2.Total up to date 'on account' payment for work covered by approximate Or plan measurements as per Account No. I, Column 3	(B)	.....		.....	
3.Total up to date secured advances on security of materials as per column 8 Of the enclosed Account (Form WAM 10)	(C)	.....		.....	
4.Total up to date payments [(A) + (B) + (C)]	(D)	.....		.....	
5.Total amount of payments already made as per Entry (D) of last Running Account Bill No..... Dated.....forwarde to the Accounts Office on .....	(E)				
6.Balance [(D)-(E)]		.....			
7.Payments now to be made:					
a) by cash/cheque			.....		
b) by deduction for value of materials supplied			.....		
c) by BHEL vide Annexure A attached			.....		
d) by deduction for hire of tools and plant vide Annexure B attached			.....		
e) by deduction for other charges vide Annexure C Attached			.....		
f)by deduction on account of security deposit			.....		
h) by deduction on account of Income Tax			.....	.....	

Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

**III.CERTIFICATE OF THE ENGINEER IN CHARGE**

**Form WAM 6 (contd...)**

1. The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by.....and are recorded at pages.....of  
(Name and Designation)

Measurement Book No .....

2. Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc, forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D).

3. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor  
Date:

Signature of Engineer in charge  
Designation:  
Date:

**IV. CERTIFICATE OF THE SENIOR ENGINEER**

1. Certified that measurements have been check measured to the prescribed extent by .....at site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages.....)  
(Name and Designation)

2. Certified that all the measurements recorded in the measurement book have been correctly billed for

3. Certified that all recoberable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide

Annexures A to C attached.

Certified for payment \* of Rs.....( Rupees.....only)

To be paid in cash/by cheque in the presence of .....

**ALLOCATION**

The expenditure is chargeable as under and to be included in the accounts for.....20.....

Ledger Head	Debit (Gross amount)	Credit (Deductions)
	Rs. P.	Rs. P.
Total		

\* Here specify the net amount payable.

Signature of Senior Engineer  
Date:



## ANNEXURE A

Statement showing details of materials issued to the contractor Shri/M/s.....  
 In respect of Contract Agreement No .....Dated.....

Sl. No.	Stores issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the contractor				R E M A R K S
							Rate at which recoverable	Amount recoverable	Amount recovered up to previous bill	Balance now recovered	
1	2	3	4	5	6	7	Rs. P.	Rs. P.	Rs. P.	Rs. P.	12
Total											

Signature of contractor  
Date:

Signature of Engineer in Charge  
Date:

Signature of Senior Engineer  
Date:

## ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s.....  
 In respect of Contract Agreement No .....Dated.....

Sl. No	Description of tools and plant issued	Period for which Issued	Rate at which recovery is to be Made		Amount recover-able		Amount recovered upto previous bill		Balance now recovered		Remarks
			Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	
1	2	3	4	5	6	7	8				

Total

Signature of contractor  
Date:

Signature of Engineer in Charge  
Date:

Signature of Senior Engineer  
Date:



## ANNEXURE D

Name of the Contractor:

Contract Agreement No:

Name of the Work:

Date:

Sl. No.	Description of item	Unit	Quantity as per Agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement	
							Rs.	P.
1	2	3	4	5	6	7	8	

Rate as executed	Amount as per agreement	Amount as executed	Amount further anticipated	Total amount anticipated on completion	Difference				Reason for the deviation with authority, if any
					Excess		savings		
Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	16	
9	10	11	12	13	14	15			

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:



1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	

Rupees (In Words).....Only



**IV CERTIFICATE OF THE SENIOR ENGINEER**

1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and Cretified that the measurements have been check measured to the prescribed extent by .....  
 ..... (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book

2 (vide pages.....)

3 Certified that the methods of measurement are correct

4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc

5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.

6 Certified that all the recoverable amounts in respect of stores, tools and palant, elwater, electricity charges etc, have been correctly made vide Annexures A

7 Certified that the issues of all stores as per statement atyatched (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of \* Rs ..... (Rupees.....) (Only). To be paid in cash/by cheque in the presence of .....

**ALLOCATION**

The expenditure as under and to be included in the accounts for .....19

Ledger Head	Debit (Gross Amount)		Credit (Deduction)	
	Rs.	P	Rs.	P
.....	.....	.....	.....	.....
Total	.....	.....	.....	.....

\* Here specify the net amount payable

Signature of Senior Engineer  
Date

**V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE**

Account Bill no..... Dated .....

Entered in Journal book vide entry No.....Dated.....

Passed for.....Rs.....

Less Deductions.....Rs.....

(Rupees.....Only)

Payable to Shri/M/s..... by cheque/cash

Entered in contractors' Ledger no..... Page

ALLOCATION

Estimate No: .....

Name of the Work .....

Code No

Ledger Head	Debit (Gross Amount)	Credit (Deduction)
	Rs      P	Rs

Assistant                      Accountant                      Accounts officer

Date:                              Date:                              Date:

.....

Total                              .....

VI. Received Rs.....(Rupees.....Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness  
Address

Revenue Stamp  
Signature of Contractor  
Date:

**VII . ENTRIES TO BE MADE BY TREASURY SECTION**

Cash book entry no and date :

Amount Paid Rs.....

Amount unpaid Rs.....

Total Rs.....

Signature of Cashier  
Date:

ANNEXURE A

Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract Agreement/Work Order No..... Dated .....

SI No	Stores Issue voucher No and date	Issue voucher No and date allotted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity incorporated in the work	Whether recoverable from the contractor or supplied free	Rate at which recoverable		If recoverable from contractor				Remarks
							Rs	P	Amount Recoverable	Amount recoverable upto previous bill		Balance Now recovered	
							Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10	11			12

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE A  
Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Stores Issue voucher No and date	Issue voucher No and date allotted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity incorporated in the work	Issue Rate	Amount recoverable				Remarks		
							Recoverabl		upto			Balance Now	
							Rs	P	Rs	P		Rs	P
1	2	3	4	5	6	7	8	9	10	11			

Total .....

Add Departmental Charges .....

Add Sales Tax (wherever applicable) .....

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

**ANNEXURE B**

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Description of tools & plants issued	Period for which issued	Rate at which Recovery is to be made	Amount recoverable		Amount recoverable upto previous bill		Balance Now recovered		Remarks
				Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10	

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE C

Showing detail of other recoveries to be made from the contractor Shri/M/s.....  
 Contract/Work Order No.....Dated.....

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
	1 Water Charges							
	2 Electricity Charges							
	3 Seignorage Charges							
	4 Medical Charges							
	Cost of empty gunny bags and empty containers not 5 returned							
	6							
	7							
	8							
	9							
	10							
Total								

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

**ANNEXURE F**

Statement showing detail of materials issued to the contractor Shri/M/s.....  
 of Contract Agreement/Work Order No.....Dated.....

**Name of work;**

**FREE OF COST**

Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance (If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recoverable for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Total

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

Note: Data statement of theoretical consumption should be attached in support of the quantity specified in column 6



1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	

Rupees (In Words).....Only

**II MEMORANDUM OF PAYMENT**

1	Total Value of work actually measured as per Account no I coloumn 10	(A)	Rs.	P
	Deduct amount of paym,ents already made as per last running account bill No ..... Dated.....			
2	Forwarded to the Accounts Office on .....	(B)		
3	Payments now to be made { (A) - (B)}	(C)		
4	Deduct ammounts recoverable from the contractor on account of :	Rs		P
	a     Material suplied by BHEL vide annexure A attached			
	b     Hire of Tools & Plants vide Annexure B attached			
	c     Other charges vide Annexure C attached			
	d     Income Tax			
	Total deduction			
5	Balance			
6	Refund of 50% of security deposite on completion of work			
7	Net amount to be paid to the Contractor			

**III. CERTIFICATE OF THE ENGINEER IN CHARGE**

The measurement on which the entries in coulms 7 to 12 of Part I of this bill (Account of work executed) are based were made by

- .....
- 1 (Name and designation)
  - 2 A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge  
Designation

**IV CERTIFICATE OF THE SENIOR ENGINEER**

- 1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and  
 Certified that the measurements have been check measured to the prescribed extent by .....  
 ..... (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide  
 2 pages.....)
- 3 Certified that the methods of measurement are correct
- 4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc
- 5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
- 6 Certified that all the recoverable amounts in respect of stores, tools and pallant, elwater, electricity charges etc, have been correctly made vide Annexures A
- 7 Certified that the issues of all stores as per statement atyatched (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of \* Rs ..... (Rupees.....) (Only). To be paid in  
 cash/by cheque in the presence of .....

**ALLOCATION**

The expenditure as under and to be included in the accounts for .....19

Ledger Head	Debit (Gross Amount)		Credit (Deduction)	
	Rs.	P	Rs.	P
.....	.....	.....	.....	.....
Total	.....	.....	.....	.....

\* Here specify the net amount payable

Signature of Senior Engineer  
 Date

**V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE**

Account Bill no..... Dated .....

Entered in Journal book vide entry No.....Dated.....

Passed for.....Rs.....

Less Deductions.....Rs.....

(Rupees.....Only)

Payable to Shri/M/s..... by cheque/cash

Entered in contractors' Ledger no..... Page

Assistant                      Accountant                      Accounts officer

Date:                              Date:                              Date:

	ALLOCATION		Code No
Estimate No:			
Name of the Work .....			
Ledger Head	Debit		Credit
	(Gross Amount)		(Deduction)
	Rs      P		Rs
.....	.....		.....
Total	.....		.....

VI. Received Rs.....(Rupees.....Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness  
Address

Revenue Stamp  
Signature of Contractor  
Date:

**VII . ENTRIES TO BE MADE BY TREASURY SECTION**

Cash book entry no and date :

Amount Paid Rs.....  
Amount unpaid Rs.....  
Total Rs.....

Signature of Cashier  
Date:

ANNEXURE A  
Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract Agreement/Work Order No..... Dated .....

SI No	Stores Issue voucher No and date	Issue voucher No and date allotted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity incorporated in the work	Whether recoverable from the contractor or supplied free	Rate at which recoverable		If recoverable from contractor				Remarks		
							Rs	P	Amount Recoverable	upto previous bill	Amount recoverable	Balance Now recovered			
									Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10		11				12

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE A  
Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Stores Issue voucher No and date	Issue voucher No and date allotted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate		Amount Recoverable		Amount recoverable upto previous bill		Balance Now recovered		Remarks
						Rs	P	Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10	11	11			

Total .....

Add Departmental Charges .....

Add Sales Tax (wherever applicable) .....

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

**ANNEXURE B**

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Description of tools & plants issued	Period for which issued	Rate at which Recivry is to be made	Amount recoverabl e		Amount recoverable upto previous bill		Balance Now recovered		Remarks
				Rs	P	Rs	P	Rs	P	
1	2	3	4	5		6		7		8

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE C

showing detail of other recoveries to be made from the contractor Shri/M/s.....  
 nent/Work Order No..... Dated.....

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
	1 Water Charges							
	2 Electricity Charges							
	3 Seignorage Charges							
	4 Medical Charges							
	Cost of empty gunny bags and empty containers not 5 returned							
	6							
	7							
	8							
	9							
	10							
Total								

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

**ANNEXURE D -  
DEVIATION STATEMENT :**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

Date :

Sl. No.	Description of item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement Rs. P.	Rate as executed Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

## ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s.....  
in respect of Contract Agreement/Work Order No..... Dated.....

Name of the Work :

**ON RECOVERY BASIS**

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (Difference between column 5 and 8)		Rate chargeable for excess/short consumption, if any	Amount recoverable for excess/short consumption, including materials not returned	
								More	Less		Rs. P.	Rs. P.
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Cement											
2.	Bricks											
3.	Wood.....											
4.	Asbestos Sheet											
5.	Iron Materials											
6.												
7.												
8.												
9.												
10.												

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

Note : 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6 respectively of Annexure A (Part I and II).

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

**ANNEXURE F**

Statement showing detail of materials issued to the contractor Shri/M/s.....  
 ct of Contract Agreement/Work Order No.....Dated.....

**Name of work;**

**FREE OF COST**

Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recoverable for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
Total											
Signature of Contractor Date				Signature of Engineer Incharge Date				Signature of Sr. Engineer Date			
Note:Data statement of theoretical consumption should be attached in support of the quantity specified in column 6											

# ANNEXURE G

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars and answers to be recorded)	
Name of the work :	
Name of the Contractor :	
Date of commencement of the work:	
Contract agreement/work ordered no. and date:	
Reference to supplementary agreement no,if any :	
Whether administrative approval and technical sanction has been accorded by the competent authority ? If so ,cite reference	
Whether sanction of the competent authority and financial concurrence of the Accounts Department for award of the work has been accorded ? If so,cite reference.	
Whether the work has been completed in time ? If not ,whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Accounts Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter no. and date granting the extension of time should be given)	
(a) Whether the rates allowed in the bill have been checked with the contract agreement ? (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the accounts Department together with rate analysis? If so,cite reference.	
Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.	
Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in consultation with Finance?	
Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?	

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars and answers to be recorded)	
Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such returned stores vouchers have been shown in stores statement? If not, whether the cost of such excess material has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?	
Whether consumption of materials shown has been technically checked by Senior Engineer?	
Whether materials issued and used in the work is not less than that required for consumption in work according to our specification? If consumption is less, whether necessary recovery has been made in the bill?	
Whether measurements have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the measurement books?	
Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Accounts Department?	
Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially	
Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.	
Whether all advance payments on running Accounts have been recovered?	
Whether all the recoveries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from measurement books/ standard measurement books have been completed/ updated?	
Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?	

# ANNEXURE G

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars and answers to be recorded)	
Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?	
Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?	
Whether final measurements have been taken as soon as possible after completion of work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts?	
In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to Accounts?	
Whether the expenditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?	
Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority competent to sanction the excess?	
(a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? (b) If not, whether security deposit has been proposed to be recovered from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite reference.	
Signature of Engineer in Charge	Signature of Engineer in Charge
Date:	Date: