

=====

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805

FOR

Erection, Testing, Commissioning, Trial Operation & Handing over of 3 X 75 TPH HRSGs (including Auxiliaries) and Material Handling Works at M/s Maruti Suzuki India Ltd (MSIL) , Manesar Gurgaon Haryana.

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- 2416286 / 2515440
Fax 091-0120-2416528
Email: vkg@bhelsnr.co.in / msd@bhelsnr.co.in

TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805

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-----

Rev 00
6th July
2010

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	TENDER NUMBER	TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805	
ii	Broad Scope of job	Erection, Testing, Commissioning, Trial Operation & Handing over of 3 X 75 TPH HRSGs, (including Auxiliaries) and Material Handling Works at M/s Maruti Suzuki India Ltd (MSIL) , Manesar Gurgaon Haryana.	
iii	DETAILS OF TENDER DOCUMENT		
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>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> <i>Start : 22/06/2011, Time :From 0900 to 1200 Hrs</i> <i>Closes: 13/07/2011, Time :1200 Hrs</i> 2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date : 13/07/2011, Time :1500 Hrs.</i> <i>Place : Noida (UP)</i>	<i>Applicable</i>
vi	OPENING OF TENDER	<i>1/2 hour after the latest due date and time of Offer submission</i> Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	<i>Applicable</i>
vii	EMD AMOUNT	<i>Rs 2,00,000/-</i>	<i>Applicable</i>
viii	COST OF TENDER	<i>Rs 2000/-.</i>	<i>Applicable/Not Applicable</i>

ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 06/07/2011. Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date : __ / __ / ____, Time : Place :</i>	<i>Applicable/Not Applicable</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Applicable/Not Applicable</i>
xii	Latest updates	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) <u>and not in the newspapers</u> . 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, and 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)

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
	Part-I A	
	<u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	

	CONTAINING THE FOLLOWING:-	
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. Note: 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)	If 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.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR 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)	
	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
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)	

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

SPECIAL NOTE: All documents/ annexure 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.

- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally 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: Applicable**

Bidders capacity for executing the job under tender shall be assessed as per the following:

- I. **Assigning Weightages (A) for Similar Jobs Under-Execution:** Weightages shall be worked out and assigned based on the average number of Similar Works under execution including works yet to be commenced by the agency, in the following manner:
 - i). **Number of Similar Jobs**
 - a) No. of jobs in BHEL, PSER : Say 'J'
 - b) No. of jobs in BHEL, PSSR : Say 'K'
 - c) No. of jobs in BHEL, PSWR : Say 'L'
 - d) No. of jobs in BHEL, PSNR : Say 'M'

- e) No. of jobs with other customers* : Say 'N' (*: Other than BHEL PSER, PSSR, PSWR & PSNR)
- f) Average No. of Jobs is 'P' = (J+K+L+M+N) divided by 5

ii) Weightage "A" assigned to bidders based on Average Number of jobs "P":

- a) If 'P' = 0-1, "A" will be equal to '3'
- b) If 'P' = 2-3, "A" will be equal to '2'
- c) If 'P' = 4-5, "A" will be equal to '1'
- d) If 'P' is Above 5, "A" will be equal to '0'

II. Weightage "B" for Quarterly Performance Reports of Vendors: This shall be based on the averages of the net weighted score obtained by the bidder for the jobs under execution (excluding works not commenced) for the quarter previous to the last quarter reckoned from the date of latest due date of submission, in all four Regions i.e BHEL PSER, PSSR, PSWR & PSNR, in the following manner.

i). Ratings by Power Sector Region:

- a) PS ER's Rating 'Rer' = $(X_1 + X_2 + \dots + X_n)$ divided by n
- b) PS WR's Rating 'Rwr' = $(X_1 + X_2 + \dots + X_n)$ divided by n
- c) PS SR's Rating 'Rsr' = $(X_1 + X_2 + \dots + X_n)$ divided by n
- d) PS NR's Rating 'Rnr' = $(X_1 + X_2 + \dots + X_n)$ divided by n
- e) Over all Power Sector Region Rating 'R_{BHEL}' = (Rer+ Rwr+ Rsr+ Rnr) divided by 4

(where "X₁, X₂, X₃...X_n" is the net weighted score obtained by the bidder as per the "Evaluation of Contractor Performance (Quarterly)" against the various contracts 'n' under execution in the respective Region).

ii) Weightage "B" assigned to bidders based on Overall Power Sector Rating (R_{BHEL}):

- a) If R_{BHEL} is 80% and above, "B" will be equal to '6'
- b) If R_{BHEL} is > 70% < 80%, "B" will be equal to '5'
- c) If R_{BHEL} is > 60% < 70%, "B" will be equal to '4'
- d) If R_{BHEL} is = < 60%, "B" will be equal to '0'

III. Evaluation of Bidders capacity to execute the job under tender: shall be based on the sum of scores obtained in 'A' and 'B', as below:

- a) 6 or above : Considered 'Qualified' for the job under tender
- b) Less than 6: Considered 'NOT Qualified' for the job under tender

IV. Explanatory note:

- a) Similar work means Boiler or Turbine or Civil or Electrical or CI, etc irrespective of rating of Plant
- b) Quarter shall be as per the quarter defined in the "Evaluation of Contractor performance (Quarterly)". For contracts where annexed Quarterly Evaluation performance was not part of the contract, 'Quarterly Performance Reports' previous to the last quarter reckoned from the date of latest due date of submission, given by the respective project site against the contract will be the basis for evaluation.
- c) Vendors who are not executing any jobs presently in the Region and first timers to the Region, may be considered subject to satisfying all other tender conditions
- d) 'Under execution' shall mean works in progress upto Boiler Steam Blowing (for Boiler and Auxiliaries) or Synchronisation (for all other jobs including Civil) shall be considered.

- 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 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 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 (xi) of 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 pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders.
- 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) or specified otherwise in SCC of tender.
- 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 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.

'Stand alone' bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium 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. .

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
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

For BHARAT HEAVY ELECTRICALS LTD

DGM/SCT

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
- 03 Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	
TENDER NO.	

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	Not Applicable	
B	Assessment of Capacity of Bidder to execute the work as per sl no. 9 of NIT (if applicable)	Applicable	
C	Bidder who wish to participate should have executed similar nature E/T/C works of HRSG/Boiler (having boiler drum) of capacity of 60 TPH or of higher rating during last 7 years, as on the date of opening of Technical Bid. (Relevant document in support of above works shall be submitted.)	Applicable	
D 1	<u>FINANCIAL TURNOVER</u> Tenderers should have an average annual turnover of minimum of Rs 135 Lac (Rs one hundred and thirty five lac only) based on the audited accounts of last three financial years (2007-08, 2008-09 & 2009-10). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.	Applicable	
E	Approval of Customer (if applicable)	Applicable	
F	Consortium criteria (if applicable)	Not Applicable	

	<i>Explanatory Notes</i> <ol style="list-style-type: none">1. 'Executed' mentioned above means that safety valve floating of the HRSG/Boiler has been completed.2. 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.		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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	Details of Contact person for this Tender	Name : Mr./Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (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 annexure, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorized 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

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)



ISO 9001, ISO 14001
and OHSAS 18001
certified company
Sub-Contract 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: 0091-0120-2416286/ 2515440
Fax 091-0120-2416528
Email: vkg@bhel.com / msd@bhel.com

NOTICE INVITING TENDER

LAST DATE OF SALE: 13/07/2011: 1200 hrs (IST)
LAST DATE OF SUBMISSION: 13/07/2011: 1500 hrs (IST)

NIT NO. / NAME OF WORK
TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805 Sealed tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the Work of Erection, Testing, Commissioning, Trial Operation & Handing over of 3 X 75 TPH HRSGs, (including & Auxiliaries) and Material Handling Works at M/s Maruti Suzuki India Ltd (MSIL) , Manesar Gurgaon Haryana.

NOTES:

1. The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper.

DGM/SCT

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 Indian Rupees (INR), 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.

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 REVERSE AUCTION	

TECHINICAL CONDITIONS OF CONTRACT

TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805

FOR

Erection, Testing, Commissioning, Trial Operation & Handing over of
3 X 75 TPH HRSGs (including Auxiliaries) and Material
Handling Works at M/s Maruti Suzuki India Ltd (MSIL),
Manesar Gurgaon

PART – I OF TCC



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

PART-I OF TCC

S.No.	DESCRIPTION	Chapter No.	PAGE NO.
	Part-I: Contract specific details		
1.	Project Information	Chapter-I	
2.	Scope of Works	Chapter-II	
3.	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	
4.	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	
5.	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	
6.	Time Schedule	Chapter-VI	
7.	Terms of Payment	Chapter-VII	
8.	Taxes and other Duties	Chapter-VIII	
9.	Others	Chapter-IX	
10.	Annexures	Chapter-X	
11.	Rate Schedule	Chapter-XI	

Chapter - 1: Project Information

1. PROJECT INFORMATION

Name of the Owner : MARUTI SUZUKI INDIA LIMITED

Address: MSIL, Plot No. 1, Phase-3A, IMT,
Manesar, Gurgaon

Location : Situated on Delhi –Jaipur Highway(NH-8)

Installed Capacity : Stage I Gas Turbine 20 MW

Nearest City : Gurgaon 25 Km

Maximum Temperature : 45 Deg C

Minimum Temperature : 3 Deg C

Chapter - 2: SCOPE OF WORKS

2.0 SCOPE OF WORK

- 2.1 BHEL has been awarded the work of Design, Engineering, Manufacturing, Supply, and Erection, testing, commissioning, & handing over of:

Manesar II consists of 1 X 20 MW Fr V Gas Turbine & 1X75 TPH HRSG & auxiliaries
Manesar III consists of 1 X 37 MW Steam Turbine &, 1X75 TPH HRSG & auxiliaries
Manesar V consists of 1 X 20 MW Fr V Gas Turbine & 1X75 TPH HRSG & auxiliaries
at **Maruti Udyog Ltd., Manesar Plant, Haryana.**

- 2.2 The scope of work under this tender mainly consists following:

- A. Erection, testing, commissioning, trial operation & handing over of 3X75 TPH HRSGs (Heat Recovery Steam Generator).
- B. Erection, testing, commissioning, trial operation & handing over Piping System
- C. Material Management & Handling of Plant materials/Equipments

- 2.3 The scope of HRSG work under this tender broadly consists of, but not limited to, following:

1. Taking delivery, Handling, Shifting of the HRSG, Piping materials from the project storage yard / stores / sheds to erection site.
2. Their preservation, safe keeping, watch and ward.
3. Checking, dressing, chipping and levelling of foundations.
4. Pre-assembly, erection, alignment of various equipments, pressure parts, trim and integral piping, non-pressure parts, structure, all piping specified in the specifications.
5. Welding, heat treatment, radiography, UT and other non-destructive tests wherever required
6. Hydraulic testing, air/gas leak test, air tightness test, and other pre commissioning tests,
7. Application of Thermal Insulation
8. Touch up and finish painting including supply of paints etc.
9. Alkali flushing, Alkali Boil out (ABO) as per the scope given in the tender.
10. Steam blowing and safety valve floating including erection and dismantling of all temporary piping, valves, pumps, tanks etc. required for above operations and other commissioning activities including post commissioning operations and stabilisation of the unit, trial operation, resolving any deficiencies observed and handing over of 3X75 TPH HRSGs and chimney with all auxiliaries & piping.

2.3.1 The brief description of items of HRSG will be as below:

- a. Drums with Internals
- b. Spiral finned super-heaters
- c. Spiral finned bare evaporators
- d. Spiral finned economizer
- e. Spiral finned makeup water heater
- f. Complete gas ducts with necessary expansion joints
- g. Boiler integral piping, valves and fittings as per schematics/ details including the drain and vent piping
- h. Steam attemperator with Control valve
- i. Supplementary Firing systems (for NG) consists of Duct burner assy., Gas piping, Scanner air system.
- j. Two Nos safety valves with silencers on each drum, one no safety valve with silencer on each superheater, two nos DWLG for HP & start up vent with silencer on MS line, safety relief valve for water preheater
- k. Complete boiler supporting structural steel, stairways, platforms, Casing sheets and walkways, handrails, complete foundation bolts, anchor channels, for all the equipment and columns.
- l. Setting and Inside insulation with required fixing components
- m. One no. Atmospheric blow down tank
- n. One no. HP chemical dosing system
- o. 30 M high Steel chimney

The weight schedule of HRSGs to be erected under these specifications is as per Annexure-II

2.3.2 Brief description of major piping systems to be installed:

- Steam piping
- Gas fuel system Piping
- Liquid Fuel Piping (HSD)
- Feed water piping,
- Condensate & make up piping,
- Cooling water distribution Piping,
- DM water piping
- Utility piping

The details of piping system to be erected under these specifications are as per Annexure-III

2.3.3 Total tentative tonnage to be erected is 1719 MT (1419 MT for 3x75 TPH HRSGs with chimney & 300 MT for piping system) as per Annexure-I.

The contractor is required to erect actual tonnage (irrespective of any variation plus or minus) which may be necessary to commission above HRSG and complete the work in all respects as detailed in tender specifications, for which payments shall be released on finally accepted tonnage rates.

2.3.4 The contractor under this contract shall also provide free of cost services of manpower for a total period of 264 man-months exclusively for use by BHEL for following services;

- Qualified computer operators for office work. (44 man months)
- Clerks / Skilled workers for working in store, office and colony. (88 man-months)
- Unskilled workers for working in store, office and colony. (132 man-months)

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

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

2.3.5 The customer M/s. MSIL and / or their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works, without any cost implications to the BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL

2.4 SCOPE FOR MATERIAL MANAGEMENT

2.4.1 The scope of work under this tender consists of taking delivery of plant materials & other equipments (as mentioned below at Sl. No. I & II) from transporters, unloading,

handling & shifting of these materials to their designated locations, their verification, stacking, re-stacking preservation, watch & ward, record-keeping and issue for erection.

- I. Plant materials/equipments which consist of HRSGs, Steam Turbine, Gas Turbine, Generators, Deaerator, Boiler feed pumps, piping along with the associated auxiliaries, Electrical, Control and Instrumentation System Equipments. These materials shall be supplied from BHEL's manufacturing units located all over the country as well as BHEL's vendors located both in the country and abroad.
- II. Various other equipment like cranes, tools, furniture being brought to the site to facilitate the site activities.

The delivery of these materials will mostly be inside the project campus by road transport. Delivery of some items may also have to be taken from godowns of transporters.

2.4.2 The details of major items to be handled at site are as per Annexure-IV.

Total tentative tonnage is about 3769 MT. But the contractor is required to handle actual tonnage (irrespective of any variation plus or minus) which may be necessary to complete entire package work and complete the work in all respects as detailed in tender specifications, for which payments shall be released on finally accepted tonnage rates.

- 2.4.3 The intent of specification is to provide material handling and materials management services according to the most modern and proven techniques and codes. The omission of specific reference to any method, equipment or materials necessary for proper and efficient unloading, transportation, verification, stacking/restacking & preservation etc shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.
- 2.4.4. The work shall be executed under usual conditions affecting major thermal power projects in an existing power plant and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with personnel of customer's contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 2.4.5 All expenditure including taxes and incidents in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.
- 2.4.6 Delivery of some items may also have to be taken from Godowns of transporters. All material entering the project premises shall have to go through security checks at entry gate. Contractor has to co-ordinate / makes all arrangements for entry of vehicles carrying material inside project premises, including initiating request for entry of material / vehicle within the finally quoted rates.

2.4.7 Brief descriptions of items; their unit weight and size are indicated under Annexure-IV.

The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled.

The weights and dimensions of material shown are approximate and are liable to vary. No increase in quoted / accepted rates /prices shall be allowed due to change in weights and dimensions of the equipment / materials.

Some consignments mainly smalls / parcels may also be received at Gurgaon. The contractor shall have to handle such consignments also as per rates quoted / accepted.

2.4.8 The contractor shall perform all required services for the materials handling which may not be specified herein but nevertheless required for the completion of work within quoted rates. All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.

2.4.9 BHEL will provide free of cost necessary preservatives like silica gel and end caps to contractor for preservation of components. All tools & tackles and consumables including paints required for preservation of components shall however be provided by contractor at his own cost.

Preservation of components includes applying preservatives, paints, rust preventives, greasing of threaded portions, fixing of end caps in position for pressure parts, repainting of work order / DU numbers, component codes etc. After preservation wherever necessary, components will be stacked properly as per original stacking for which no additional payment shall be made.

2.4.10 The contractor has to mainly use his own equipment like suitable cranes / trucks / tractor-trailers & other material handling equipment including all necessary small / major T & P required for subject work.

2.4.11 It shall be the responsibility of the contractor to keep in touch with Engineer at site and find out arrival of consignments. The Contractor shall collect all the way receipts, parcel way bills / lorry waybills from BHEL site office either personally or through an authorized representative. The contractor or his authorized representative shall, for the purpose, visit the said office every day and collect available GR, LWB etc. While collecting the GR, LWB, contractor or his authorized representative will sign the register maintained for the purpose indicating date and time of collection. The contractor shall keep in touch with way authorities, carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of LWB, date of collection of the materials from road transport agencies / Lorries and date of stacking them at storage yard of BHEL.

2.4.12 It is possible that in certain cases, dispatch documents may not be received in time but BHEL may receive Photostat copies of the same. It is, therefore, the responsibility of the contractor to collect these Photostat copies while obtaining indemnity bond from BHEL authorities at site.

- 2.4.13 Payment of all demurrage that are due to contractor's fault, would be the responsibility of contractor and to his account. If BHEL has to make payment of demurrage along with freight, the amount so paid as demurrage, for the reasons stated above, shall be paid by the contractor forthwith or would be recovered from bills of the contractor.
- 2.4.14 In any case contractor will pursue with concerned Carrier authorities at all level (local/HQ etc.) for waiver / reduction to the minimum of such demurrage charges. Whenever such demurrages become payables due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the Engineer in such case will be final and binding on the contractor.
- 2.4.15 Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor. In case of apparent damages / shortages in consignments /packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/approval.
- 2.4.16 It would be responsibility of the contractor to examine the packages, consignments, etc. on arrival and bring to the notice of carriers and BHEL Authorities regarding loss / damages, if any, observed in the consignments proposed to be taken delivery of. Before taking delivery, particularly of consignments in 'smalls', the weight of the package shall be checked with the invoiced weight / contents of the packages and any discrepancy shall be reported immediately to BHEL/ carriers. In all the cases of loss / damages the contractor will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer within **7 days** of retiring such consignments. All expenses connected therewith shall be to the account of contractor. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
- 2.4.17 In case of short delivery and non-delivery, immediate notice of loss shall be filed with the carriers at places of dispatch and destination as also at any intermediate station, if it is a different one, under intimation to BHEL authorities at site.
- 2.4.18 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other cause during stacking, when the custody of the equipment is with the contractor.
- 2.4.19 Unloading from trailer at storage area / work site stacking and re-stacking of heavy sophisticated equipment like Boiler drums, Turbines, Generators HRSG modules, heavy motors, heavy bearings, transformer, rotors electrical panels turbine components, pumps, panels etc. Shall be done in the presence of or as per the directions of BHEL representative. Certain items may be dispatched with tie rods/ strips welded with frame carrying items and with trailer. These tie rods / strips are required to cut by using Gas flame or by other method as directed by Engineer for unloading of materials.
- 2.4.20 Since, the trucks / trailers are expected to arrive during any time of the day / night, the contractor shall have his workmen round the clock at site as well as other places as required to unload the materials.

- 2.4.21 Wagons / Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer / his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
- 2.4.22 The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.
- 2.4.23 It shall be the responsibility of the contractor, to provide all necessary facilities and tools to open the packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc. The contractor shall have experienced persons at site who can maintain the records of dispatch / receipt/ stacking / verification / shortage / damage / missing items etc. The **verification of materials** shall be carried out **within** 7days and report shall be submitted as a documentary proof.
- 2.4.24 All materials shall be stored at least 6" above ground level by use of concrete / wooden sleepers or on steel frames. No material shall be left to remain on ground at any time. Materials shall not be stacked in low-lying areas, where they are likely to get flooded during rains. Steel frames and tarpaulins for this purpose wherever deemed necessary shall be issued by BHEL free of charges. However these items shall be stacked / stored properly at a location(s) specified by BHEL when not in use. The contractor is expected to use these most judiciously. In case it is observed that the contractor is not utilizing these optimally, he could be asked to re-stack the same at his cost. Wooden sleepers / concrete blocks have to be arranged by contractor within the quoted rates.
- 2.4.25 The material / equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using own material handling equipment like Hydra crane, etc. For checking / verification of the components / packages with packing slips GR/ LWB etc., sufficient experienced persons and other facilities shall be provided by the contractor as and when required by the Engineer.
- 2.4.26 Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to re-stock the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor. Re-handling & Re-stacking of materials as when called for by BHEL shall be within the scope of this contract. These also includes excess/redundant materials returned to stores by other agencies.
- 2.4.27 The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse / negligence shall have to be made good by the contractor.

In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor-trailer and other T&P etc.), BHEL shall be at liberty to get the work done by engaging other agency / equipment / T&P etc. at the risk and cost of the contractor.

- 2.4.28 It shall be the responsibility of the contractor to keep the storage areas (closed / semi-closed / open) in neat and tidy conditions. Any vegetation like grass, bushes, Sarkandas etc. shall be cut periodically in open storage area & removed as per requirement & instructions of BHEL Engineer within the contractual value. All surplus / unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises (including weighing of the same within the project premises if required).
- 2.4.29 Normally the **consignments** from BHEL's manufacturing units / their sub-suppliers are **sent on freight paid basis**. In case any consignment is received at any place on freight to pay basis, it will be the responsibility of the contractor to pay the freight and take delivery of such consignments. The amount of freight paid by the contractor at any point of time in such cases will be limited to Rs. 5,000/-. However, the freight paid by the Contractor will be reimbursed by BHEL within a week's time on production of relevant receipts. In case of freight amounts exceeds Rs. 5,000/- contractor may request BHEL well in time to issue cheque /draft for such amounts in favor of carriers towards freight charges. Delay in issuance of cheque / drafts as above shall not in any case be taken as a cause of delay in taking delivery of consignment resulting in demurrage leviable by carriers. Receipt of payment and proof of taking delivery of consignment shall be submitted to BHEL by the contractor.
- 2.4.30 In case some materials are required to be dispatched from MSIL,Manesar site to manufacturing units, other sites or any other place, the contractor may be asked by the Engineer to get the same packed, transport it to nearest way Station / Carrier's godowns and get the same booked. The contractors are therefore, requested to quote their rate for this work in Rate schedule. In case of material is required to be booked as freight paid, the freight for the consignment limited to Rs.5,000/- shall be paid by the contractor. However, it shall be reimbursed by BHEL on submission of receipt within a week's time. The funds for freight charges exceeding Rs. 5,000/- shall be arranged by BHEL. Packing material required shall be provided by BHEL free of cost.
- 2.4.31 For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/delivery of any material meant for site from/to out station if desired and instructed by the Engineer. The contractor will however reimbursed expenses incurred for such work for person deputed, as below:-
Second class train fare with reservation / supplementary charges/bus fare subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.
Local conveyance charges (Actual bus / cycle rickshaw/ auto rickshaw fare for local journeys at out station) as permitted by the Engineer. of bill along with details / desired documents by the contractor subject to completion of work assigned to contractor personnel and to the entire satisfaction of the Engineer.

Chapter - III: Facilities in the scope of Contractor/BHEL

3.0 FACILITIES IN THE SCOPE OF BHEL/CONTRACTOR

S. N.	Description	Scope /to be taken care by		Remarks
		BHEL	Bidder	
1.1.0	ESTABLISHMENT			
1.1.1	FOR CONSTRUCTION PURPOSE			
A.	Open space for office	YES		As and where made available by M/s MSIL
B.	Open space for storage	YES		As and where made available by M/s MSIL
1.1.2	FOR LABOUR COLONY			
A	Open space			
1.2.0	ELECTRICITY			
1.2.1.	Electricity for construction purposes (chargeable/free)	YES		FREE OF CHARGE
1.2.1.A	Electricity for labour colony		YES	
1.2.1.1	Single point source	YES		

1.2.1.2	Further distribution for the work to be done which include supply of materials & execution		YES	
1.2.2	Electricity for the office, stores, canteen etc of the bidder which include:		YES	
1.2.2.1	Distribution from single point including supply of m & service		YES	
1.2.2.2	Supply, Installation & connection of material of energy meter including operation & maintenance		YES	
1.2.2.3	Duties & deposits including statutory clearances for above		YES	
1.2.2.4	Demobilization of the facilities after completion of works		YES	
1.2.2.5	Electricity for living accommodation of the bidder's Staff, engineers, supervisors etc. on the above lines		YES	
1.3.0	WATER SUPPLY			
1.3.1	FOR CONSTRUCTION & LABOUR COLONY:			
1.3.1.1	Making the water available at single point	YES		Free of charge. At one point with in approx. 250 m of power plant
1.3.1.2	Further distribution as per the requirement of work including supply of materials &		YES	

	execution			
1.4.0	LIGHTING			
1.4.1	For construction work (supply of all materials) 1. At office storage area 2. At preassembly area 3. At construction site/area		YES	
1.4.2	For construction work (execution of lighting work/arrangements) 1. At office storage area 2. At preassembly area 3. At construction site/area		YES	
	Providing the necessary consumables like bulbs, Switches, etc during the course of construction		YES	
1.5.0	Communications facilities for site operations of the bidder			
	Telephone, fax, internet, intranet, email etc.		YES	
1.6.0	COMPRESSED AIR SUPPLY			
1.6.1	Supply of compressor and all other equipments required for compressor & compressed air system including pipes, valves, storage system etc.		YES	
1.6.2	Installation of the above system and operation &		YES	

	maintenance of the same			
1.6.3	Supply of all the consumables for the above system during the contract period.		YES	
	ERECTION FACILITIES			
2.1.1	Providing erection drawings for all the Equipments covered under this scope	YES		
2.1.2	Drawings for construction method	YES	YES	In consultation with BHEL
2.1.3	As-built-drawings-where ever deviations Observed & executed and also based on Decisions taken at site		YES	Do
2.1.4	Shipping lists etc for reference & planning the activities	YES		do
2.1.5	Preparation of site erection schedules and other input requirements		YES	do
2.1.6	Review of performance & revision of site erection schedules in order to achieve the end dates & commitments	YES	YES	do
2.1.7	Weekly erection schedule based on Sl. No.2.1.5		YES	do
2.1.8	Daily erection/work plan based on Sl. No.2.1.7		YES	do
2.1.9	Periodic visit of senior official of bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the official of the bidder should be done once in every two month		YES	
2.1.10	Preparation of preassembly bay		YES	

- 3.1** BHEL will not be responsible for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruptions in power supply.
- 3.2** 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 labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 3.3** Provision of distribution lines of both electrical power and water from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities of the state 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.
- 3.4** The contractor while drawing construction power supply from Distribution Board should strictly adhere to following points.
- a) All electrical installations should be as per Indian Electricity rules.
 - b) All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
 - c) Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
 - d) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
 - e) Contractor have to make their own earthing arrangement for their equipment / DB earthing.
 - f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
 - g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.
 - h) Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
 - i) For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.
- 3.5** 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.
- 3.6** In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 3.7** On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.

3.8 Contractor should install a PC ALONG WITH MODEM to connect with our server (LAN) AT SITE.

Chapter - IV: T&Ps and MMEs to be deployed by Contractor

4.0 LIST OF T&P TO BE DEPLOYED BY CONTRACTOR

S.NO.	EQUIPMENT	CAPACITY	MINIMUM QTY.	
1.	Welding Machines set		APR	
2.	Tyre mounted Mobile crane with telescopic boom	50 MT	1 NO	
3.	Tyre mounted Mobile crane	18/20 M T	1 NO	
4.	Trailer with Pulling Unit	30 MT	1 No./ APR	
5.	Hydra	14/18 MT	2 NOS	
6.	Hydraulic Jack (Low Height)	25/50/100T	APR	
7.	Screw Jacks	5/10/25/50T	APR	
8.	Hydraulic Pipe Bending Machine (Manual and Motorised)		1 no. each.	
9.	Heat Treatment & Stress Relieving Arrangements		APR	
10.	Vacuum Cleaner (Industrial)		1 number.	
11.	Surface Grinder and other Workshop Equ		1 set.	
12.	Power drilling machine		APR	
13.	Electric Winches	3 Ton Capacity	APR	
14.	Air Compressor (Electric/Diesel operated)	140/210 CFM	APR	
15.	Plasma cutting machine		APR	
16.	Scaffolding material		APR	
17.	Chain Pulley blocks	Adequate capac	APR	
18.	Slings , Rails, Slippers, D shackles		APR	
19.	3-Phase Distribution Board with Complete Set Up for Drawl of Construction Power	As required	As required	
20.	Power Cable for drawl of	As required	As required	

	Construction Power			
--	--------------------	--	--	--

NOTES:

1. **The above list specifies only major T&P/MMD (may not be complete to be deployed by the contractor. All additional/ other tools and plants which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate/ price.**
2. If works gets delayed due to non-availability of T&P and MMD, BHEL reserves the right to get work done at the risk & cost of contractor without prejudice to right of BHEL as in GCC
3. Contractor must re-ascertain/ recheck range and accuracy of each IMTE from BHEL Engineer well in advance before arranging calibration/ deployment.
4. Other terms and conditions regarding above items shall be as per T&P clause in SCC

Chapter - V: T&P AND MMD DEPLOYED BY BHEL ON SHARING BASIS

5.0 T&P AND MMD DEPLOYED BY BHEL ON SHARING BASIS

LIST OF T&P and MMD being provided by BHEL for use of contractor Free of hire charges on sharing basis.			
S.NO.	EQUIPMENT	CAPACITY	QTY
T&Ps			
1.	Crawler crane	100/135 / 150/250MT	APR
2.	Motorized hydraulic test pump	250 / 400 kg	APR

NOTES:

1. BHEL crane will be made available for lifting of only those equipments which are beyond the capacity of cranes to be deployed by contractor
2. **Cl.4.2.2.16 c. of SCC shall be read as** day-today upkeep and running maintenance like filling topping up of lubricants, changing filters, etc including repair of self starter, batteries and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk and cost of contractor. BHEL may also provided cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.
3. **Cl.4.2.2.16 e. of SCC shall be read as-** The **operator for BHEL's cranes 100 MT & above capacity** being provided by BHEL free of cost. **Further, Helpers and fuel for operation of all BHEL cranes, shall be provided by contractor within the final accepted rates.**
4. **The contractor shall make necessary arrangement like lying of special sleepers' beds and steel plates, assembly & dismantling of heavy lift attachment, boom, jib etc. for movement and operation of crane.**
5. Any other special T&P if supplied by the manufacturer and available with the customer will also be provided to the contractor free of hire charges as and when made available. Special tools and tackles are to be used only for the purpose for which these are meant and to be returned in good condition. However low height jack may not be made available and will have to be arranged for by the contractor
6. **Other T&P mention above contractor shall transport from BHEL stores, install ,operate, carry out maintenance, dismantle after use and return to BHEL stores.**
7. Other terms and conditions regarding above items shall be as per T&P clause in SCC

Chapter - VI: TIME SCHEDULE

6.0 TIME SCHEDULE

6.1 The contractor is required to commence the work within 15 days from the date of issue of LOI unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up the zero date of the contract, will be certified by BHEL Engineer after adequate mobilisation of manpower and T&Ps by the contractor.

6.2 Entire work as detailed in the tender specifications shall be completed within **22 months** from the Zero date as per programme/ milestones indicated by BHEL Engineer. Contractor has to mobilise adequate resources to meet BHEL's commitments to their customer as indicated from time to time.

In case due to reasons not attributable to the contractor, the work gets delayed and additional manpower / resources have to be mobilized so as to expedite the work to meet various milestones, same shall be done within the quoted rates as per Rate Schedule, at no extra cost to BHEL. In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet customer's commitments in line with the provisions of General Conditions of Contract.

6.3 The various milestones dates to be achieved under this tender is as :

MILE STONES	MONTH		
	II	III	v
Start of Material handling	ZERO	ZERO	ZERO
HRSG erection start	1 months	8 months	8 months
Drum lifting	3 months	12 months	12 months
HT	5 months	16 months	16 months
ABO	6 months	19 Months	18 Months
Steam blowing & SVF	7 months	20 months	19 months
Trial Run & Handing over	8 months	21 months	20 months

Note:

In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

6.5 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.

Chapter - VII: TERMS OF PAYMENT

7.0 TERMS OF PAYMENT

- 7.1 The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
- 7.2 Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
- 7.3 Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment at different stages of erection as explained hereunder:

A. PROGRESSIVE PAYMENT ON PRORATA BASIS FOR ITEM NO.1 OF RATE SCHEDULE (85%)

1.	Transportation from stores & Completion of pre assembly	10%
2.	Placement in position	25%
OR		
1.	Transportation from stores , completion of pre-assembly & placement in position where pre assembly is not involved	35%
3.	Completion of alignment , welding & heat treatment	40%
4.	Completion of UT / Radiography , NDT	10%

B. PROGRESSIVE PAYMENT ON PRORATA BASIS FOR ITEM NO.2.1, 2.2., 2.3 OF RATE SCHEDULE (85%)

1.	Transportation from stores & Completion of preassembly	15%
2.	Placement in position	20%
OR		
1.	Transportation from stores , completion of pre-assembly & placement in position where pre assembly is not involved	35%
3.	Completion of alignment , welding heat treatment	35%
4.	Completion of UT / Radiography , NDT	10%
5.	Completion of hangers and supports	5%

C. PROGRESSIVE PAYMENT ON PRORATA BASIS FOR ITEM NO. 3 OF RATE SCHEDULE (85%)

1.	On transportation/ fabrication/ fixing of retainers, lagging & stitching of mattresses and welding of retainers.	45%
2.	On fixing of casing supports, fabrication, beading, sealing, bitumen painting, installation and screen fixing of cladding & completion of all jobs	40%

D. PROGRESSIVE PAYMENT ON PRORATA BASIS FOR ITEM NO. 4 OF RATE SCHEDULE (85%)

S. N.	Description of Activity	% of Payment
1	UNLOADING, SHIFTING TO OPEN/ COVERED STORES	30%
2	UPDATION OF RECEIPT DETAILS, IN STORE MATERIAL REGISTERS/BHEL MMPACKAGE SYSTEM	15%
3	STACKING AND VERIFICATION	15%
4	UPDATION OF VERIFICATION DETAILS IN MATERIAL STOCK REGISTERS,SUBMISSION OF REPORTS AS PER SPECIFIED FORMATS FOR SHORTAGE/OPEN DELIVERY, LODGING OF POLICE REPORTS IF REQUIRED, DOCUMENTS FOR INSURANCE CLAIMS ETC, AND PREPARATION OF MATERIAL RECEIPT CERTIFICATES IN PRESCRIBED FORMATS WHERE EVER APPLICABLE	15%
5	IDENTIFICATION OF MATERIAL IN READY TO LIFT POSITION FOR ISSUE TO BHEL/ERECTION AGENCY, AND UPDATION OF ISSUE DETAILS IN STORES RECORDS	10%

E. STAGE/MILESTONE PAYMENTS (15% of Contract value)

1.	Completion of HT	3x1%
2.	Completion of ABO	3x1%
3.	Completion of Steam blowing & SVF	3X1%
4.	Trial Operation of Unit	3X1%
5.	Painting (including arrow marking, nomenclature, etc	1%
6.	Area cleaning, temporary structures	0.5%

	cutting/removal and return of scrap	
7.	Punch List points/pending points liquidation	0.5%
8.	Material Reconciliation	0.5%
9.	Completion of Contractual Obligations	0.5%

Note:

1. **If the commissioning activities could not be carried out due to no fault of contractor, BHEL Site in-charge, at his discretion, after recording reasons for exercising such option, can split and release payment up to 50% of milestone payment on completion of work, to the extent possible, required for carrying out that particular milestone/ commissioning activity.**
2. Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance (in line with clause 2.22.1 of GCC).
3. Refund of retention amount shall be as per clause No. 2.22.2.of GCC
4. Payment of final bill shall be as per clause No 2.23.2 of GCC.

Chapter - VIII: TAXES, DUTIES, LEVIES

8.0 TAXES, DUTIES, LEVIES

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding **Service Tax and Value Added Tax (VAT)** on output services and goods shall be as per following clauses.

8.1 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services.

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the

Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted :

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL.

Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service.

8.2 VAT (Sales Tax /WCT)

The rates quoted by the Contractor shall be inclusive of VAT/Sales Tax and BHEL shall not reimburse any amount on this account due to any reason whatsoever.

The Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill.

Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted.

In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing all their material, plant and equipment etc at site for the execution of the work, including arrangement of Road Permits if and as applicable under the relevant VAT Act.

8.2.1 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with

regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

8.2.2 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

Chapter - IX: Others

9.0 OTHERS

- 9.1** For reverse auction/ for Price Bid opening, only those bidders will be considered who will be qualified for the subject job on the basis of pre-qualification evaluation/ Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

Chapter - X: ANNEXURES

Annexure-I

TENTATIVE WEIGHT SCHEDULE

SUMMARY OF WEIGHT SCHEDULE:

WEIGHT OF 1x75 TPH HRSGs WITH CHIMNEY	473 MT
TOTAL WEIGHT OF 3x75 TPH HRSGs WITH CHIMNEY	1419 MT
PIPING SYSTEM	300 MT

NOTE:

The contractor is required to erect/ commission actual tonnage/ quantities (irrespective of any variation plus or minus) which may be necessary to complete their work and commission above systems and complete the work in all respects as detailed in tender specifications, for which payments shall be released on finally accepted rates. The contractor undertakes to erect/ commission actual quantities as per advice of BHEL Engineer. And accordingly the final contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same.

Annexure-II

TENTATIVE WEIGHT SCHEDULE OF 1X75 TPH HRSG

PG	Description	Weight(in KG)
04	BOILER DRUM WITH INTERNALs	24611.45
07	RISER PIPES, LINKS, DOWNCOMER SUSPENSION, EVAP. MODULES,ERECTION MAT.	4272.894
08	EXPANSION MOVEMENT MEASURING COMPONENTS	175.7
10	DESH INLET & OUTLET, SH OUTLET HEADERS	1279.29
12	SAT. LINK PIPE, MS LINE PIPE, DESH LINKS, SH DE SUPERHEATER, SUPPORTS, ERECTION MATERIALS	3707.189
19	WPH INLET LINE & OUTLET LINE, ECO.OUTLET HEADER, ECONOMISER FEED PIPE, LINK TO DRUM, SUPPORTS	1831.397
24	TRIM PIPING AND FITTINGS, PIPING SUPPORTS, SILERNCR SUPPORTS, BHEL VALVES, SAFETY VALVES, DRAIN HEADER	27570
28	CLADDING SHEET FIXING PINS, NUTS& WASHE	3594
32	CLADDING SHEETS	15743.298
33	CERAMIC WOOL,MINERAL WOOL,WIRE MESH ETC.	31101
35	STRUCTURE (FDN MATERIALS,COLUMNS,SUPPORT,BRACINGS,BEAMS ETC.)	98499.626
36	FLOORS & GRATING,HANDRAILS,LADDERS	36606.576
41	DUCT BURNER ASSY.	8581.28
42	PIPING, OPRG FLOOR	4168.15
43	SCANNER COOLING AIR SYSTEM	2854.317
48	DUCTING	29221.881
80	PIPING,TANKS	9432.626
HL	COLUMN-CASING BRIDGING COMPONENTS	2685.9
HL	EVAPORATOR MODULE ASSY.(EVAM 1-14)	41203.59
HL	SH. MODULE ASSY(SHM 1-4)	13706.88
HL	ECO MODULE ASSY(ECOM 1-3)	9493.77
HL	WPH MODULE ASSY.(WPHM 1-2)	6454.7
HL	LINKS FOR EVAP. MODULES	4238.166
HL	SH CROSS OVER ASSY.	1153.916
HL	ECO MODULE CROSS OVER & LINKS	713.524

HL	LINKS FOR WPH MODULES	404.15
HL	EVAPORATOR BAFFLES & SPACERS	2849.052
HL	SIDE CASING (S1 - S2), TOP & BOTTOM CASING (S2 – S3)	11312.97
	TOTAL WEIGHT/HRSG(In KG)	397467.292
	Approx. WEIGHT / HRSG	397 MT

CHIMNEY		WT. IN KG
87010	Foundation materials	2731
87100	Chimney shells	38867
87150	Chimney strakes	15000
87200	Painter's trolley(Stainless steel)	1063
87300	Platform & Ladders	9000
87930	Aviation lamps	1000
87950	Chimney insulation	6615
87960	Chimney insulation-Fixing componets	2155
	TOTAL WEIGHT(in KG)	76431
	TOTAL WEIGHT HRSG+CHIMNEY(in MT)	473

Annexure-III

TENTATIVE WEIGHT SCHEDULE OF PIPING SYSTEM

1.	Carbon Steel Piping	200	MT
2.	Alloy Steel Piping	70	MT
3.	SS Piping	15	MT
4.	Insulation	15	MT

NOTE:

- a) **All the above systems of piping include the erection of pipes, bends, valves, fittings, impulse piping and including root valves, sampling lines, drains, hangers and supports & other accessories so as to make the systems complete in all respect.**
 - b) Above system of piping can be regrouped / renamed or any addition / deletion in the system can be made in order to make system complete as per requirement. No extra cost shall be entertained on this account.
 - c) The piping systems mentioned above are only indicative and does not cover all the piping systems to be erected / commissioned. Contractors are however required to erect commission all piping systems shown in drawings & other documents which may be necessary for erection, completion & overall commissioning of plant at the accepted unit rates.
 - d) Piping systems required for commissioning of HRSG have to be completed to suit BHEL requirements.
 - e) Pipes are supplied in standard commercial lengths without edge preparation.
- Bidders may note above while quoting / accepting tonnage rates for subject work.

Annexure-IV

General idea of weights to be handled

	Approx. total weight of material	3769 MT
1.	Approx. Weight of HRSG with Chimney	1419 MT (detail as per Annex.I)
2.	Approx. Weight of Piping Systems	300 MT (detail as per Annex.III)
3.	Approx. Weight of STG, GTG, aux. &BOP	1450 MT
4.	Approx. Weight of Electrical & C&I	600 MT

NOTE:

1. Above details are only to give a general idea regarding the tentative details of equipments for Material handling. Contractor is required to carryout materials handling for all such items also within their applicable tonnage rate. Above system can regrouped / renamed or any addition / deletion can be made to make system complete. No extra claim shall be entertained on this account.

2. Approx. Weight of some major items are as below:

GT Skid	87 MT
GT Generator	62 MT
Steam Turbine	58 MT
Steam Turbine Gen.	70 MT
Boiler Drum	25 MT
Transformer	75 MT

Chapter - XI: RATE SCHEDULE

Sl. No	DESCRIPTION OF WORK	Quantity	Rate in Rupee (In figures and words)	Total Value
1.0	Rate in Rupees per MT for complete work of Erection, Testing, Commissioning, Trial operation and handing over, of 3X75 TPH HRSG and Auxiliaries, 30 M Chimney etc as per tender specifications. Under Annexure - II of tender specifications.	1419		
2.0	Erection, Testing, Commissioning, Trial operation and handing over of Piping and their insulation of various piping systems of all types of materials such as AS, CS, SS etc. along with Insulation as indicated under Annexure - III of tender specifications.			
2.1	Carbon Steel Piping	200		
2.2	Alloy Steel Piping	70		
2.3	SS Piping	15		
3.0	Rate in Rs / MT for complete work as per tender specification for application of insulation of piping system	15		
	MATERIALS HANDLING			
4.0	Rate in Rupees per MT for entire scope of work as defined in this tender in respect of ALL Items/Equipments from Trucks/Trailers other vehicles directly coming to site/store sheds/storage yard (Approx. tonnage to be handled 3769 MT as per Annexure-III)	3769		
	GRAND TOTAL AMOUNT IN (Rs.)			

NOTES:

1. The quantities indicated above are tentative and are liable to vary depending upon the site requirement. The contractor has to handle / erect / commission all the items indicated by BHEL for achieving the milestones and completion of work.
2. Evaluation of bids shall be done on total price against this Rate Schedule / BOQ.
3. In case of any mismatch in Rate and amount on Price discrepancy, the same will be dealt as per clause No. 1.4 of GCC.

TECHINICAL CONDITIONS OF CONTRACT

TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805

FOR

Erection, Testing, Commissioning, Trial Operation & Handing over of
3 X 75 TPH HRSGs (including Auxiliaries) and Material
Handling Works at M/s Maruti Suzuki India Ltd (MSIL),
Manesar Gurgaon

PART – II OF TCC



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

PART-II

SI	DESCRIPTION	Chapter No.	PAGES
	Part-II: Technical Specifications		
1.	GENERAL	Chapter-I	
2.	CIVIL WORKS, FOUNDATION, GROUTING	Chapter-II	
3.	ERECTION	Chapter-III	
4.	WELDING, HEAT-TREATMENT, RADIOGRAPHY AND N	Chapter-IV	
5.	APPLICATION OF INSULATION	Chapter-V	
6.	PAINTING INCLUDING FINISH PAINTING	Chapter-VI	
7.	TESTING, PRE-COMMISSIONING, COMMISSIONING, / POST-COMMISSIONING	Chapter-VII	

Chapter - 1: GENERAL

1.0 GENERAL

- 1.1** The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / lump sum price shall deem to be inclusive of all such contingencies.
- 1.2** The contractor shall carry out the work in accordance with standard practices / codes / instructions / drawings / documents / specification supplied by BHEL from time to time.
- 1.3** The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during execution. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies / departmentally and recoveries will be affected from contractor's bills towards expenditure incurred including BHEL's usual overhead charges.
- 1.4** Following shall be the responsibility of contractor and have to be provided within finally accepted rates / prices.
- A** Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated inspection, measuring and test equipments as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling.
 - B** Proper out-turn as per BHEL's plan and commitment
 - C** Completion of work as per BHEL Schedule.
 - D** Good quality and accurate workmanship for proper performances of equipment.
 - E** Repair and rectification
 - F** Preservation / Re-conservation of all components during storage / erection till handing over.
 - G** HOUSE KEEPING-The contractor is supposed to carryout house keeping of the work area on regular basis to keep the work place neat and tidy and available for the SAFE Working. The scrap, generated daily during the Execution activities, is to be dumped at designated area as decided by BHEL/ MSIL on daily basis. The erection materials issued to the contractor and kept near the work area should also be staged properly at site. Compliance report on above shall be submitted by the contractor to BHEL on Daily basis. In case the contractor fails to do so, BHEL have rights to carry out the same from the other party at the Risk and cost of the contractor. The cost applicable with BHEL overheads shall also be recovered from the monthly running bills of contractor.

1.5 Contractor shall ensure following:

- I. Contractor has to maintain contact with local hospital having ambulance facility, scanning & other ultra modern medical facilities required during emergency.
- II. Contractor has to ensure pre employment medical check for all staff & workers.
- III. Contractor has to ensure that adequate First Aid facilities with trained nurse are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following
 - Male nurse (in shifts)
 - AMBULANCE
 - Oxygen set up
 - Breathing apparatus
 - Eye wash facility
 - Stretcher
 - Trauma blanket
 - Medicines.

An ambulance is required to be arranged and maintained at site by the contractor for entire contract period for subject work. This emergency facility set up including ambulance, male nurse etc. will be shared by BHEL and its other contractors working at same project at no cost to BHEL and its Sub contractors

1.6 The contractor shall comply with following towards Social Accountability;

- a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
 - b) The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
 - c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour (Regulation & Abolition) Act, 1970.
 - d) The Contractor shall abide by UN convention w.r.t. Human Rights and shall be liable for Discrimination/ Corporal punishment for failure in meeting with relevant requirements.
 - e) The Contractor shall abide the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.
 - f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
 - g) The Contractor shall arrange potable drinking water to its employees & workers.
- 1.7 Contractor must abide by the Maruti safety Policy as per Annexure-AA
- 1.8 In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least 100 trees or equivalent in the vicinity of the project as per the available space and as per the advice of Engineers.**
- 1.9 Tenderer may note that as the place of work is inside the POWER PROJECT and being manned by Security Force of MSIL, all necessary system related to entry of

men, vehicle & material, safety & security systems, work permit system etc. as applicable will have to be followed by the contractor.

- 1.10. If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen/agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor

Chapter - II: CIVIL WORKS, FOUNDATION, GROUTING**2.0 CIVIL WORKS, FOUNDATION, GROUTING**

- 2.1** BHEL /MSIL shall provide all equipment foundations. For the correctness of these foundations as per drawings, the contractor shall check the dimensions & locations of the foundations, pockets, anchor-bolt pitch. Further, top elevation of foundations shall be checked with respect to benchmark. All minor adjustments of foundation level, dressing and chipping of foundation surfaces up to 50 mm, enlarging the pockets in foundations etc., as may be required for the erection of equipment / plants shall be carried out by the contractor.
- 2.2** While on the job, care is essential to avoid too much chipping and resultant lowering of level. In case of excess chipping, contractor has to arrange additional packing plates as per requirements provided BHEL Engineer allows it. When required by manufacturers, the embedded sub-sole plates shall be scraped and checked with prussian blue to get the required contact with frames.
- 2.3** The contractor shall ensure perfect matching of packer plates including machining, scraping and blue matching with foundation by dressing the foundation, as well as perfect matching between the packer plates and the base plate of equipment to the satisfaction of BHEL Engineer. If required the packer plates may have to aligned and fixed on the foundations using special high strength, non-shrinking and quick-setting grouts. The minimum thickness below the packer plate should be 20 mm. The material required for this has to be arranged for by the contractor at his cost.
- 2.4** Entire grouting work of foundation of all equipments including materials will be carried by any other agency /customer M/s MSIL The contractor has to ensure that all the matching joints which are not to be grouted shall be kept free from the grouting mixture by applying tape or any other alternative method approved by Engineer. All assistance required has to be provided by the contractor
- 2.5** The contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during post grouting check up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the Engineer.
- 2.6** Any civil works required for safe and efficient operation of tools and tackles like excavation/ casting of foundation / anchor points for derricks, winches, guy ropes fastening, etc / foundations required for chemical cleaning pumps, tanks and any other temporary supports shall also be the contractor's responsibility. For these civil works all materials including cement and required facilities will have to be arranged by contractor at his own cost.

Chapter - III: ERECTION

3.0 ERECTION

- 3.1** All normal erection and assembly techniques necessary for completion of works under this specification and magnitude have to be carried out. It is not possible to specifically list out all of them. Absence of any specific reference will not absolve the contractor of his responsibility for the particular operation. These would include,
- Scaffolding and rigging operations,
 - Machine / flame / electric cutting, grinding, welding, radiography and stress relieving
 - Fitting, fettling, filing, straightening, chamfering chipping, scrapping, reaming, as cleaning, checking, leveling, blue matching, aligning and assembly.
 - Machining, surface grinding, drilling, doweling, shaping
 - Temporary erections for alignment, dismantling of certain equipment for checking, cleaning, servicing and site fabrication.
- 3.2** Any fixtures, scaffolding materials, approach ladder, concrete block supports, steel structures required for temporary supporting, pre-assembly or checking, welding, lifting and handling during pre-assembly and erection shall be arranged by contractor at his cost.
- 3.3** No members of any ladder / structure / platform should be cut without specific approval of BHEL. In case it is necessary to cut, the contractor shall rectify / repair in a manner acceptable to BHEL / customer without any additional cost.
- 3.4** The contractor shall erect scaffolding / temporary platforms for erection. These should be of adequate capacity and shall never be over loaded. These should be replaced when not found suitable during erection work and dismantled on work completion and removed from work site.
- 3.5** It shall be the responsibility of the contractor to provide prefabricated ladders including materials at his cost or steel ladders on columns for initial work till such time stairways are completed. For this, the ladder should not be welded on the column and should be pre-fabricated clamping type ladders. No temporary welding on any structural member is permitted except under special circumstances with the approval of BHEL. In case it is absolutely necessary then the contractor shall cut the temporary structure and rectify the column as directed by the BHEL Engineer.
- 3.6** The contractor is strictly prohibited in using the HRSG/Boiler / Auxiliary Components for any temporary supporting or scaffolding works etc. In case of such misuse a sum of determined by Engineer will be recovered from contractor's bills.
- 3.7** Certain adjustment in length may be necessary while erecting Structure, pipelines / ducts / casings etc. The contractor should remove the extra lengths / add extra lengths to suit the final layout after preparing edges afresh by adopting specified heat treatment procedures within finally acceptance rates.

3.8 Suspensions for ducting will be supplied in running lengths, which shall be cut to size and adjusted as required. Ducts / expansion bellows are dispatched to site in loose walls plates / pieces and these are to be assembled and welded at site along with stiffeners etc., before erection within the finally accepted rates. All joints connecting duct expansion piece and dampers shall be seal welded on inside as well as on outside.

3.9 Assistance in mechanical work associated with the power cylinders, valves, valve actuators etc., coming under various groups shall be provided by contractor within the finally accepted rates.

3.10 Additional platforms and ladders of permanent nature for approaching different equipments, as per site requirement which may not be indicated in drawing shall be fabricated and installed by the contractor. However, the contractor will be paid for this work on accepted tonnage rate for erection irrespective of number of platforms. The materials required for platform excluding consumables and T&P will be provided by BHEL, some materials for such work may have to be taken from packing materials, the contractor will be required to retrieve the same from packing material by using gas cutting etc. at no additional cost to BHEL.

3.11 The contractor shall carry out trial run of all motors including checking the direction of rotation in the uncoupled condition. Checking of alignment and re-coupling of the motor to the driven equipment as per instructions of BHEL engineer and to their satisfaction.

3.12 The contractor shall fabricate pipe, special bends etc., threading and welding as required for installing lube oil system and carry out the acid cleaning of the fabricated piping. The contractor shall also service the lube oil system, carrying out the hydraulic test of oil coolers etc.

3.13 Contractor shall carry out kerosene testing of all the joints of Ducts and Expansion bellows, bearing housings of various rotating equipment like pumps, fans etc., as per BHEL engineer's instructions. Performance of hydro test of oil coolers of rotating machines and other equipment as per BHEL engineer's instructions is included in the scope of work.

3.14 Some of the rotating equipment and electrical motors are provided with protective greases only. Contractor shall arrange for cleaning of the same with kerosene or some other reagent. If necessary, dismantling some of the parts of the equipment would be necessary. He shall arrange for re-greasing / lubricating them with recommended lubricants and for assembling back the dismantled parts, at quoted rate. Lubricants will, however, be supplied free of cost by BHEL.

3.15 Packer plates supplied may have to be machined to the correct dimensions. It may also be necessary to blue match the same with each other/ with equipment / with foundations as per BHEL instructions.

3.16 All attachments welding including those for insulation works coming on pressure parts / non-pressure parts which the contractor has erected shall be done by IBR / BHEL tested welders only.

3.17 All rotating machines and equipment shall be cleaned, lubricated, checked for their smooth rotation, if necessary by dismantling and refitting before erection. If, in the opinion of Engineer, the equipment is to be checked for clearance, tolerance at any stage of work or during commissioning period, all such works are to be carried out by contractor at his cost.

3.18 Certain instruments like pressure gauges, pressure transmitters, temperature gauges, flow switches and indicators, etc., are received in assembled condition as integral part of equipment. Contractor shall be responsible for safe receipt, installation and custody of these instruments supplied mounted on skids / equipment. The calibration of skid / equipment mounted instruments shall be arranged by BHEL through other agency engaged for C&I. Contractor will be informed by BHEL engineer about the details of C&I agency. The contractor shall coordinate with the C&I agency for removal, calibration and re-installation of the instruments. Though C&I agency will

remove and reinstall the instruments after calibration, the contractor for this package will maintain the list of all the instruments removed & reinstalled. Instruments prior to removal and after reinstallation shall be considered in custody of the contractor for this package. All instruments such as pressure gauges / temperature gauges, switches etc. forming part of product group (PG) are under the erection scope of this contract and shall be installed and commissioned by the contractor of this package at no extra cost to BHEL. However the calibration of these instruments shall be done by C&I agency as above

3.19 All electrical motors and such other devices shall be properly dried by heating to improve IR valve, before they are energized. Bearings, slip rings commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

3.20 The contractor shall completely erect and test all the piping systems, covered in the specification including sampling lines up to and including sample coolers, hangers & supports, valves and accessories in accordance with the drawings furnished. This includes all necessary bolting, welding, pre-heating, stress relieving, testing, cleaning and painting. System shall be demonstrated in condition to operate continuously in a manner acceptable to the Engineer. Welding shall be used throughout for joining pipes except where flanged, screwed or other type joints are specified or shown on the drawings. All piping shall be erected true to the lines and elevation as indicated in the drawings.

3.21 Most of the pipes shall be supplied in running lengths without beveling. It shall be responsibility of contractor to carry out fabrication by cutting to size, bevel / prepare edges, fabricate support pads, drill holes for drains, vents and other stubs, welding, carryout NDT & SR as per site requirement & as directed by BHEL

3.22 The work on piping systems include laying, edge preparation, fixing & welding of the elbows/fittings/valves etc in the line, fixing & adjustment of supports/angles shock absorbers and carrying out all other activities/work to complete the erection and also carrying out all pre-commissioning/commissioning operations mentioned in the specification as per BHEL engineers instructions and/or as per approved drawings/documents.

3.23 Pipes sent in standard length shall be cut to suit the site conditions and the layouts. Tubes or pipes wherever deemed to be convenient will be sent in running lengths with sufficient bends.

3.24 Bends upto 80 mm NB will be fabricated at site wherever required.

3.25 All pipes shall be cleaned by compressed air and shown to engineer before lifting. After cleaning is over end caps will be put on pipe openings till such time they are finally erected

3.26 The contractor shall ensure lowering of pipes in position with adequate precautions as to avoid any damage to either material or men. Only the anchoring points earmarked for the purpose of lowering the pipes are to be used.

3.27 It is possible that a few flanges may not be matching. The contractor shall be required to cut and re-weld the same as and when required without any additional cost.

3.28 Wherever piping erected by the contractor is connected to equipment / piping erected by the other agencies the joint at the connecting point shall be the responsibility of the contractor who is erecting the piping under this specifications.

3.29 Normally the high-pressure valves will have prepared edges for welding. But, if it becomes

necessary, the contractor will prepare new edges or recondition the edges by grinding or chamfering to match the corresponding tubes and pipes within the scope of the work.

3.30 All fittings like 'T'-pieces, weld neck flanges, reducers etc., shall be suitably matched with pipes for welding. The valves will have to be checked, cleaned or overhauled in full or in part before erection after chemical cleaning and during commissioning.

3.31 The contractor shall be responsible for correct orientation of all valves so that seats, stems and hand wheels will be in desired location. It is the responsibility of the contractor to obtain the information regarding orientation of valves not fully located on drawings before the same are installed.

3.32 Suspension for piping, etc., will be supplied in running lengths, which shall be cut to suitable sizes and adjusted as required.

3.33 The adjustment of all hangers & supports erected in both cold & hot conditions for maintaining the proper slopes towards the drain pots and application of cold pull in the piping wherever required is also included in the scope of the contractor.

3.34 No temporary supports should be welded on the pressure parts and piping. In case of absolute necessity prior approval should be taken from BHEL Engineer. In such cases the contractor if required, shall carry out heat treatment.

3.35 Spring suspensions / constant load hangers have to be pre-assembled for required load and erection carried out as per instructions of BHEL. Any adjustments, removal of temporary arrests / locks etc., have to be carried out as and when required.

3.36 Contractor shall install piping in such a way that no excessive or destructive expansion forces exists in either the cold condition or under conditions of maximum temperature and pressure. All bends, flanges, orifices, expansion joints and any other special fittings necessary to take care of proper expansion shall be incorporated as per the advice of Engineer. During installation of expansion joints, anchors, care must be taken to see that full design movement is available at all times from maximum and minimum temperature.

3.37 The hanger assemblies shall not be used for attachment of rigging to hoist the pipes into position. Other means shall be used to securely hold the pipe in position till pipe supports are completely assembled and attached to the pipe and building structure.

3.38 Layout of small-bore piping in boiler, oil systems etc. as required shall be done as per site requirement. Necessary sketch for routing these lines should be got approved from BHEL by the contractor. There is a possibility of slight change in routing the above pipelines even after completion of erection or from aesthetic point of view. Contractor at no extra cost should carry this out. As built drawing is to be submitted by the contractor after erection completion.

3.39 All the valves, including motorized valves, flap valves, dampers, actuators, etc. shall be serviced and lubricated to the satisfaction of Engineer before erecting the same and during pre-commissioning also. Welding or jointing of extension spindle for valves to suit the site conditions

and operational facility shall be part of erection work within the quoted rates.

3.40 Erection and welding of necessary instrumentation tapping points, thermocouple pads, thermo-wells, valves, battery of first root valves, condensing vessels, flow nozzles and control valves to be provided on, auxiliaries and pipe lines are covered within the scope of this specification. This will be the responsibility of the contractor and will be done as per the instructions of BHEL Engineer. The welding of all the above items will be contractor's responsibility even if the:

Product groups, under which these items are released, are not covered in the scope of this tender.

Items are supplied by any agency other than BHEL.

3.41 The contractor shall carry out the tightening of the field bolts on the equipment and piping covered under this specification by using either the calibrated torque wrench method or the turn of part method. The methods used the tools and the equipment deployed shall be subject to the approval of Engineer. The competent technicians shall carry out the bolting work.

3.42 The contractor shall assist BHEL in preparation of as built piping drawing.

3.43 Erection of power cylinders, motorised valves, valve actuators etc. coming under various groups is covered under the scope of this specification. However C&I calibration / commissioning for pneumatic valves & power cylinders shall be arranged by BHEL through C&I agency at no cost to the contractor for this package. The contractor will however be responsible for drawing the materials from the stores and handing over to the agency that is to commission these. Any damage / loss in their custody will be the contractors account. The alignment and any mechanical adjustments including link adjustment, opening & reconnection of links, replacement of valve / actuator or any mechanical part, air filter & regulator cleaning etc. required during calibration and operation, the same shall be carried by the contractor for this package. However, if re-calibration is required till handing over of the equipments the same shall be organised by the contractor for this package as detailed above with in the final accepted rates. The contractor will however be responsible for drawing the materials from the stores and handing over to the agency that is to commission these. Any damage / loss in their custody will be the contractors account.

3.44 The Erection, testing and commissioning of all electrically operated valves, actuators and dampers is covered within the scope of this specification.

3.45 DRUM LIFTING & PRESSURE PARTS MODULE ASSEMBLIES ERECTION

1. Boiler drum shall be unloaded either in storage area or near the erection site / boiler / HRSG depending upon site conditions. Shifting / dragging of the same to erection site for erection shall be within the scope of this contract and will be erected as per site conditions and instructions of BHEL Engineer.

2. The boiler drum of HRSG has to be lifted with crane after the pressure part modules are positioned & secured. Being self-supporting the drum will not have any suspension arrangement. Fabrication & installation of the temporary structure for supporting & final alignment is in the scope of contractor. The structural material will be supplied by BHEL free

of cost. This temporary structure is to be removed after the completion of welding of connecting piping.

3. The pressure parts (modules) are received at site with temporary transportation arrangement. The contractor has to remove these structures at defined stages of material handling / erection at no extra cost to BHEL. The temporary structures has to be accounted / returned to BHEL stores within the quoted rates.

4. Structural steel will be provided for handling of single module of HRSG and for up-righting them. Fabrication of this structure will be in the scope of the contractor. After erection of the modules this structure has to be accounted for / returned to BHEL stores. The contractor will be paid as per the quoted tonnage rate.

Chapter - IV: WELDING, HEAT-TREATMENT, RADIOGRAPHY AND NDT

4.0 WELDING, HEAT-TREATMENT, RADIOGRAPHY AND NDT

- 4.1** The equipment and piping shall be erected in conformity with the provisions of Indian Boiler Regulation and as may be directed by BHEL as per any standard / specification in practice in BHEL. The method of welding (arc, gas, TIG or other method) may be indicated in the detailed drawings / schedules. BHEL Engineer will have the option of changing the method of welding as per site requirements.
- 4.2** Welding of equipment, piping, high tensile structural steel shall be done by certified high pressure welders who possess valid certificate of CIB of the State in which the equipment is erected as per provision of IBR. The H.P. welder who possesses necessary certificate shall ensure re-validation as per relevant provisions of IBR and keep the certificate valid till the completion of work. The services of such welders, the validity of whose certificates have expired shall not be utilized for high-pressure works.
- 4.3** All welders including tack welders, structural and high pressure welder shall be tested as per ASME section IX / IBR and approved by BHEL Engineer before they are actually engaged on work even though they may possess a valid IBR certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The contractor shall maintain the records of qualification of welders. BHEL Engineer will issue all the welders qualified for the work, an identity card. The welder will keep the same with him at work place at all times. He may be stopped from work if he is not found in possession of the same.
- 4.4** Engineer may stop any welder from the work if his performance is unsatisfactory for any reason or if there is a high percentage of rejection in the joints welded by him. The welder having passed qualification tests does not absolve the contractor of contractual obligation to continuously check the welder's performance.
- 4.5** Faulty welds caused by the poor workmanship shall be cut and re-welded at the contractor's expense. The Engineer, prior to any repair being made, shall approve the procedure for the repair of defective welds. After the repair has been carried out, the compliance shall be submitted to the engineer.
- 4.6** The contractor shall carry out the root run welding of all HP / LP piping, valves by TIG welding method only. The contractor shall have to carry out full TIG welding of butt weld joints of tubes / pipes of lesser thickness if required. During the root runs of stainless steel joints, the contractor shall before and during welding have to purge the pipes with inert gas. All arrangements required for the above shall be the responsibility of the contractor at no additional cost.
- 4.7** All expenses for testing of contractor's welders including destructive and nondestructive tests conducted by BHEL at site or at laboratory shall have to be borne by the contractor only. Limited quantity of raw material required for making test pieces will be supplied by BHEL free of cost.
- 4.8** The regulators used on welding machines shall be calibrated before putting these into use for work. The Contractor at his cost shall also arrange periodic calibration for the same.
- 4.9** **Only BHEL/ CUSTOMER approved electrodes and filler wire are to be arranged and used by the contractor, within the finally quoted price. BHEL/ RRVUNL reserve the right to test from the certified lab of approved electrode being used by the contractor. Testing charges for the same shall be borne by the contractor.** All electrodes shall be baked and dried in the electric electrode-drying oven to the

required temperature for the period specified by the Engineer before these are used in erection work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to the site will have valid manufacturing test certificate. The test certificate should have a co-relation with the lot number/ batch number given on electrode packets. No electrodes will be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved/ accredited test house traceable to National/ International standards will be submitted to BHEL before putting the oven in use. The contractor shall also arrange periodical calibration for the same.

- 4.10** All butt / fillet welds shall be subject to dye penetration test as per the instructions of the engineer at no additional cost.
- 4.11** The contractor shall maintain a record in the form as prescribed by BHEL of all operations carried out on each weld. He has to maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat temperature, radiographic results, rejection if any, percentage of rejection etc. and submit copies of the same to the BHEL Engineer as required. Interpretation of the BHEL Engineer regarding acceptability or other wise of the welds shall be final.
- 4.12** The contractor shall carry out the edge preparation of weld joints at site in accordance with the details acceptable to BHEL Engineer. Wherever possible machining or automatic flame cutting should be done. Gas cutting will be allowed only wherever edge preparation otherwise is impractical. All slag / burrs shall be removed from the edge and all the hand cuts shall be ground smooth to the satisfaction of engineer.
- 4.13** All welds shall be painted with anticorrosive red oxide paint once radiography and stress relieving works are over. Necessary consumables and scaffolding etc including paints shall be provided by contractor at his own cost.
- 4.14** Pre-heating, radiography and other NDT tests, post heating and stress relieving after welding of tubes, pipes, including attachment welding wherever necessary, are part of erection work and shall be carried out by the contractor in accordance with the instructions of the Engineer. Contractor at his cost shall arrange all equipment and consumables essential for carrying out the above process.
- 4.15** Contractor shall arrange all necessary stress relieving equipment with automatic recording devices. The contractor arrange for labour, heating elements, thermocouples, thermo-chalks, temperature recorders, thermocouple attachment units, graphs, sheets insulating materials like asbestos cloth, ceramic beads, asbestos ropes etc. required for heat treatment/ stress relieving operations. The contractor should take a note of the following,
- Temperature shall be measured by thermocouple and recorded on a continuous printing type recorder. All the recorded graphs for heat treatment works shall be the property of BHEL.
 - All stress relieving equipment will be used after due calibration and submission of test certificate to BHEL. Periodic calibration from Govt. Approved / accredited Test Houses traceable to National / International standards will also be arranged by the contractor for such equipment at his cost.

The contractor shall obtain the signature of Engineer or his representative on the strip chart of the recorder prior to the starting of SR operations.

- 4.16** The contractor shall also be equipped for carrying out other NDT like LPI / MPI / Hardness test etc. as required as per welding schedules / drawings within the finally

accepted price / rates. Ultrasonic testing, wherever required, will be arranged by BHEL. Necessary help in conducting the UT shall however be rendered by contractor.

- 4.17** The technical particulars, specification and other general details for radiography work shall be in accordance with ASME, IBR or ISO as specified by BHEL.
- 4.18** Contractor for radiography work shall use iridium-192. The geometric un-sharpness shall not exceed 1.5 mm. The contractor should take adequate safety precautions while carrying out radiography. Contractor at his cost shall arrange necessary safe guards required for radiography (including personnel from BARC).
- 4.19** Low speed high contrasts, fine grain films (D-7 or equivalent) in 10 cm width only be used for weld joint radiography. Film density shall be between 1.5 to 2.0.
- 4.20** All radiographs shall be free from mechanical, chemical or process marks, to the extent they should not confuse the radiographic image and defect finding. Penetrameter as per ASME or ISO must be used for each exposure.
- 4.21** Lead numbers and letters are to be used (generally 6mm size) for identification of radiographs. Contract number, joint identification, source used, welder's identification and SFD are to be noted down on paper cover of radiograph.
- 4.22** Lead intensifying screens for front and back of the film should be used as per the above-referred ASME specification.
- 4.23** The joint is to be marked with permanent mark A, B, C to identify the segments. For this a low stress stamp shall be used to stamp the pipe on the down streamside of the weld.
- 4.24** For multiple exposures on pipes, an overlap of about 25-mm of film should be provided.
- 4.25** Radiography personnel with sufficient experience and certified by M/s BARC for conducting radiographic tests in accordance with safety rules laid down by Division of Radiological protection only have to be deployed. These personnel should also be registered with DRP / BARC for film badge service.
- 4.26** All arrangements for carrying out radiography work including dark room and air conditioner and other accessories shall be provided by contractor within the space allotted for office at his cost. As an alternative the contractor may deploy an agency having all above facilities and who are duly approved / accredited by BARC and / or other Regulatory authorities. Detailed particulars of such agencies will be submitted and got approved by BHEL Engineer before the actual deployment of agency for radiography work.
- 4.27** The contractor shall have a dark room fully equipped with radiography equipment, film (un-exposed), chemicals and any other dark room accessories.
- 4.28** Contractor shall note that 100% radiography will be done at the initial stages on all the piping welding joints. Subsequently radiographic inspection will be done on the basis of quality of welding. However minimum percentage of joints to be radiographed shall not be less than the requirement of BHEL welding schedule / IBR / Customer's requirements. The percentage may be increased depending upon the quality of joints and at the discretion of BHEL. Radiography on LP piping joints is not envisaged. However other NDT test as called for in the FQP including LPI, MPI and HT will have to be carried out
- 4.29** All the Radiographs shall be properly preserved and shall become the property of BHEL. They are to be reconciled with the work done, joints radiographed and submitted to BHEL / customer.

- 4.30 Since radioisotopes are being used, all precautions and safety rules as prescribed by BHEL/BARC/ Customer shall be strictly followed. BARC / DRP certificate to be provided before taking up the work.
- 4.31 Radiography of joints shall be so planned after welding that the same is done either on the same day or next day of the welding to assess the performance of HP welders. If the performance of welder is unsatisfactory, he is to be replaced immediately.
- 4.32 Wherever radiographs are not accepted, on account of bad shot, joints shall be re-radiographed and re- submitted for evaluation.
- 4.33 However, if the defect persists after first repair, further repair work followed with radiography shall be repeated till the joint is made acceptable. In case the joint is not repairable, the same shall be cut, re-welded and re-radiographed at contractor's cost.
- 4.34 If the contractor does not carry out radiography work due to non-availability of source / film / chemical / operator etc., BHEL will get the work done departmentally or through some other agency at the risk and cost of the contractor.
- 4.35 Heat treatment and radiography may be required to be carried out at any time (day and night) to ensure the continuity of progress. The contractor shall make all necessary arrangements including labour, supervisors/ Engineer required for the work as per directions of BHEL.
- 4.36 The contractor shall assist BHEL Engineer in preparing complete field welding schedule for all the field welding activities to be carried out in respect of piping and equipment erected by him involving high pressure welding at least 30 days prior to the scheduled start of erection work at site. The contractor shall strictly adhere to such schedules.
- 4.37 The pressure parts, equipment and piping shall be erected in conformity with the provisions of Indian Boiler Regulation and as may be directed by BHEL as per any standard / specification in practice in BHEL. The method of welding (arc, gas, TIG or other method) may be indicated in the detailed drawings / schedules. BHEL Engineer will have the option of changing the method of welding as per site requirements.
- 4.38 **Check shots as per the requirement of BHEL/ MSIL will be taken at your cost.**

Chapter - V: APPLICATION OF INSULATION

5.0 APPLICATION OF INSULATION

- 5.1** All attachment welding, including welding of hooks / supports as per pitch both on equipment and piping shall be done as directed by Engineer. Attachment welding shall have to be done by certified welders. If necessary contractor may have to cut the hooks to correct length. Application of red oxide paint including supply of paint on welded portions as directed by BHEL is also included in scope of work.
- 5.2** The mineral wool mattresses (bonded / un-bonded) / Ceramic wool are received at site in standard sizes. These are to be dressed / cut to suit site requirements by the contractor.
- 5.3** The number of layers / thickness of mineral wool / Ceramic wool for auxiliaries, pipe lines, valves and other vessels shall be as per various drawings and as directed by Engineer. For applying the mineral wool mattress, the required holding materials, if necessary by fabrication of rings/ hooks shall be fixed as directed and as per drawings and spec.
- 5.4** The contractor should ensure, proper finishing of surface of the insulation, sheeting and cementing.
- 5.5** The contractor should ensure that the finished surface of the insulation works conforms to the dimensions and tolerances given in the drawings. Aesthetic finish and accuracy of work are most important.
- 5.6** It is the responsibility of the contractor to ensure that the insulation materials and sheet metal covering issued to him for application are well protected against loss or damage from weather conditions. Closed / semi closed sheds or any other arrangements required for this will be by him at his cost. If any damage occurs to the material due to improper storage or due to any causes attributable to the contractor except for normal breakage or damages allowed in such cases, the cost of such damaged material shall be to the account of the contractor.
- 5.7** Aluminum sheet cladding will be fabricated to the sizes and shapes specified in drawings. Beading, swaging, beveling of sheets, crowning the sheets if necessary will be carried out by him. Two coats of anti-corrosive black bituminous paint are to be applied on inner surfaces of the cladding. Bitumen sealing compound on the joints if necessary is included in the scope of this work. **Contractor may note that he will also supply anti-corrosive black bituminous paint & bituminous sealing compound required for above works at his cost.**
- 5.8** Aluminum sheet metal cladding over insulation will consists of plain / ribbed / corrugated sheets. The sheets will be supplied in standard sizes. Cutting them to required size, grooving, fabricating bends, boxes etc., for proper covering is contractors responsibility. Any cutting / bending / welding of fabricated skin casing sheets if required will also covered within the scope of this contract.
- 5.9** A logbook shall be maintained by the contractor to obtain clearance for application of insulation. If the contractor does the work on his own accord without prior permission the area may have to be redone at his cost.
- 5.10** Contractor is liable for the exact accounting of the material issued to him and he shall make any unaccountable losses good. Wastage allowance for the material issued are as below:

1. Wool / LRB mattresses and cladding sheets 2%
 2. Insulation bricks and mortar 2%
 3. Castable refractory 1%
- 5.11** The entire surplus, unused materials etc., supplied by BHEL shall be returned to BHEL after the work is over. Materials like gunny bags and packing materials, empty containers may be returned at periodical intervals.
- 5.12** The contractor shall leave certain gaps and opening while doing the work as per instructions of BHEL engineer to facilitate inspection during commissioning and to fix gauges, fittings and instruments. The gaps will have to be finished as per drawings at a later date by the contractor at his cost.
- 5.13** If during erection and commissioning any of the parts are to be insulated temporarily fixed and then replaced by permanent ones at a later date or if any of the parts are to be removed for modification, rectification, adjustment and then refitted or if some parts are to be opened for inspection and checking and for measurement of metal surface temperature the same may necessitate removal and re-application of insulation and sheet metal cladding, which shall be done by the contractor and the erection rate quoted shall be inclusive of such contingencies.
- 5.14** Removable type of insulation shall be provided for valves, fittings, expansion joints etc as per the drawings or as directed by BHEL Engineer.
- 5.15** All temporary pipelines required during testing, pre-commissioning and commissioning should be insulated as directed by BHEL at no extra cost to BHEL. However required insulation material shall be issued by BHEL free of cost.
- 5.16** Pressure-parts casing and ducts are to be insulated internally using insulation pins, washers, nuts, wires & cladding sheets of stainless steel. While most of the internal cladding sheets shall be supplied fabricated, some of these sheets will be supplied in running meters for covering corners & fitting areas. Cutting of these plane sheets to suit sizes with grinding machines / plasma cutting machines will be contractor's responsibility within the quoted rates.

Chapter - VI: PAINTING INCLUDING FINISH PAINTING

6.0 PAINTING INCLUDING FINISH PAINTING

- 6.1** All exposed metal parts of the equipment, structure, auxiliaries, piping, and other items (covered within the scope of this contract) after installations are to be painted. Mostly the equipment / components installed are with one coat each of primer paint and synthetic enamel / heat resistant paint. However, due to storage and handling, the same may have got deteriorated or peeled off. The surfaces are to be thoroughly cleaned of all dirt, rust, scales, grease, oils and other foreign materials by wire brushing, scrapping, any other method as per requirement of BHEL. The same will be inspected and approved by the engineer before painting. These cleaned surfaces are to be touch up painted with suitable approved primer matching with shop paint approved final colour. Bare surfaces / unpainted surfaces shall be provided with two coats of suitable primer after cleaning as above.
- 6.2** After applying primer as above, all the structure, equipment / items and piping (covered under the scope of this contract) are to be finished painted with approved quality synthetic enamel paints (as specified by BHEL engineer) to achieve proper finish and film thickness as per drawings / specifications. The minimum thickness of painting as specified has to be checked by Alchometer (to be arranged by contractor) duly calibrated / suitable means as per advice of BHEL Engineer. Chimney is required to be painted out side in full length using heat resistant and acid resistant aluminum paint silencers and un-insulated steam lines have to be painted with Heat Resistant Aluminum paint.
- 6.3** **Contractor at no extra cost to BHEL shall supply all paints, primers, tools and other consumables including scaffolding materials required for touchup/ finish painting. Paint is to be BHEL/MSIL approved make only and painting should be as per colour scheme and quality approved / specified by Engineer. Valid Test Certificate for the paint so supplied shall be made available before use of the same on work. No paint whose shelf life has expired should be used for painting.**
- 6.4** The contractor may be required to fill up dents / marks by applying putty before final painting of equipment. All materials and arrangements have to be made within quoted lump sum price/rates.
- 6.5** The contractor shall provide legends with direction of flow on equipment and piping in size specified by Engineer. Letter writing shall be done in Hindi / English or in both languages.
- 6.6** The painters have to undergo test on a mock plate of size 1m*1m and only qualified painters will be allowed to work.
- 6.7** The contractor shall ensure availability of
- Ford Cup-4 to measure consistency of paint,
 - Automatic magnetic gauge to measure the dry film thickness and
 - SSPC Visual standards to assess degree of cleanliness of surfaces to be painted.
- 6.8** All paints should be stored in well-ventilated store. The painters and other personnel deployed should use proper protective equipment to avoid inhalation of fumes.

Chapter - VII: TESTING, PRE-COMMISSIONING, COMMISSIONING, AND POST-COMMISSIONING

7.0 TESTING, PRE-COMMISSIONING, COMMISSIONING, AND POST-COMMISSIONING

- 7.1 The contractor shall carry out the required test on the HRSG / BOILER, ducts and pipelines such as gas / air leak test, hydraulic test etc. as instructed by BHEL using contractors own consumables, labour and scaffoldings. Air leak test on pressure parts preliminary to Hydraulic test by compressed air shall also be carried out to check and rectify the various leakage / defects etc.
- 7.2 The contractor shall carry out all the tests as desired by BHEL Engineer/ Manufacturer on erected equipment covered under scope of this contract during testing and commissioning to demonstrate the physical completion of any part or parts of the work performed by the contractor.
- 7.3 All the above tests should be repeated till all the equipment satisfy the requirement / obligation of BHEL and BOILER Inspectorate, if required at various stages. The contractor shall do the entire repair for site-welded joints arising out of the failures during testing as part of work within finally accepted rates.
- 7.4 Contractor shall lay out all necessary temporary piping, install the pumps, blowers, tanks etc., with access platforms, valves, pressure gauges, electric cables, switches, cutting of some of existing valve, placing of rubber wedges in the valves etc., required for hydro test, air /gas leak tests, alkali boil out, chemical cleaning and steam blow off, oil flushing or for any other tests as the case may be required for system completion will carry out above activities under this scope of work as per instructions of BHEL. The scope also covers the off site disposal of effluents, site clean up and removal of temporary piping, pumps etc. and returning same to stores.
- 7.5 Items required for conducting hydraulic test, air/gas leak test, alkali boil out, chemical cleaning of pipe lines and equipments, steam blowing etc., will be supplied by BHEL/ its Customer. However, servicing, erection and dismantling and returning of the same to Stores is the responsibility of the contractor at no extra cost to BHEL and no weights shall be payable for such temporary works the contractor should take care of this aspect while submitting his offer.
- 7.6 It shall be the responsibility of the contractor to preserve the HRSG / BOILER as per BHEL's requirement.
- 7.7 Drum may be dispatched without fixing internals and internals may be sent separately in loose. The internals have to be fixed as and when required. Dismantling and re-assembly to be done to suit various commissioning requirements at no extra cost to BHEL
- 7.8 Commissioning of the HRSG / BOILER will involve trial run of all the equipment erected, alkali flushing, alkali boil out, acid cleaning, passivation, preservation, steam blowing, floating of safety valves, flushing of all the lines by air, oil or steam as the case may be, trial run of the HRSG / BOILER, servicing of valves and any other works incidental to commissioning. Contractor shall provide various category of manpower in

sufficient numbers along with supervisors / engineers including necessary consumables, IMTEs, T&P etc and any other assistance required during pre-commissioning, commissioning & post commissioning of equipment & attending any problem in the equipment erected by the contractor till handing over. Association of BHEL's / Client's staff during above period will not absolve contractor from above responsibilities.

- 7.9 The valves will have to be checked, cleaned or overhauled in full or in part before erection, after alkali boil out, steam blowing and during commissioning as may be necessary and is the part of erection & commissioning.
- 7.10 In case any defect is noticed during tests, trial runs and commissioning such as loose components, undue noise or vibration, strain on connected equipment etc., the contractor shall immediately attend to these defects and take necessary corrective measures. If any readjustment and realignment are necessary, the contractor within the finally agreed tonnage rate shall do the same as per Engineer's instructions including repair, rectification and replacement work. The parts to be replaced shall be provided by BHEL.
- 7.11 During this period though the BHEL's customer's staff will also be associated in the work, the contractor's responsibility will be to arrange for the complete requirement of supervision, men, consumables, T&P and IMTEs till such time the commissioned units are taken over by the BHEL's customer.
- 7.12 It shall be specifically noted that the above employees of the contractor may have to work round the clock along with BHEL Engineers and hence overtime payment by the contractor to his employees may be involved. The contractor's finally accepted rates/ price shall be inclusive of all these factors also.
- 7.13 In case, any rework is required because of contractor's faulty erection which is noticed during commissioning, the same has to be rectified by the contractor at his cost. If any equipment / part is required to be inspected during commissioning, the contractor will dismantle / open up the equipment / part and reassemble / redo the work without any extra claim.
- 7.14 During commissioning, opening / closing of valves, changing of gaskets, realignment of rotating and other equipment, attending to leakage, minor adjustments of erected equipment may arise. The finally accepted price / rates shall include all such works.
- 7.15 All temporary supports shall be removed in such a way that pipe supports are not subjected to any sudden load. During hydro static testing of pipes, all piping having variable spring type supports shall be held securely in place by temporary means while constant spring type support hangers shall be pinned or blocked solid during the test.
- 7.16 The contractor shall carry out cleaning and servicing of valves and valve actuators prior to pre-commissioning tests and / or trial operations of the plant. System for recording of such servicing operations shall be developed and maintained in a manner acceptable to BHEL Engineer and to ensure that no valves and valve actuators are left un-serviced. Wherever necessary as required by BHEL Engineer, the contractor shall arrange to lap/ grind valve seats at no extra cost.
- 7.17 The contractor shall carry out any other test as desired by BHEL Engineer/ Manufacturer on erected equipment covered under scope of this contract during testing

and commissioning to demonstrate the physical completion of any part or parts of the work performed by the contractor.

TENDER NO. BHEL/NR/SCT/ MSIL-MANE/HRSG /805

FOR

Erection, Testing, Commissioning, Trial Operation & Handing over of 3 X 75 TPH HRSGs (including Auxiliaries) and Material Handling Works at M/s Maruti Suzuki India Ltd (MSIL) , Manesar Gurgaon

ANNEXURE-AA TO TCC

(MARUTI SAFETY POLICY)



Safety , Health, & Environment(SHE) Conditions of Contract For Contractors and Other Third Parties MSIL code of Practice



Maruti Suzuki India Limited

Phone No.: (+91) 0124-2340099, Fax No.: (+91) 0124-2341402

All contractors authorized representative engaged under MSIL Contract shall duly sign on each page towards their acceptance of this document & submit it to MSIL Representative at least one week before start of the work.

Document No.	MSIL/ADMN/PHR/SNW/SHECC
Version No.	1.0
Date of Issue	Jan 2011
Next Review Date	Jan 2012
Issued By	SNW

FOREWORD

At Maruti Suzuki we work towards maintaining the highest level of Safety, Health and Environment (SHE) at our work place. SHE is one of the top agenda items which are discussed in the weekly management meetings.

Our initiatives towards Safety awareness training, focussed interventions and support from each member of Maruti Suzuki family have helped us.

We encourage and actively support the initiatives taken by the Contractors and sub-contractors in their efforts for achieving high standards of health and safety on the Project.

The Code of Practice represents the minimum standards that Maruti Suzuki will accept on matters of Safety, Health and Environment. The Company will use best endeavours to ensure that all of the Contractors employed on the Project follow these Standards.

MSIL SHE REQUIREMENTS

MSIL has a strong commitment to, Safety, Health and Environmental Performance (SHE). Our goals in SHE are simply stated – no accidents, no harm to people, no damage to the environment. Good SHE performance and the health, safety and security of everyone who works with us are critical to the success of everyone's business.

As a potential supplier of services to MSIL you will play a vital role in the continued achievement of these goals and it is important for you to understand our position that all accidents are preventable and safe behaviors are a condition of employment, we believe that everyone who works for us, anywhere, is responsible for getting SHE right.

Our basic SHE Requirements for potential business partners such as you can be summarized as follows:

- We expect your operations to be in compliance with applicable laws and regulations.
- We expect no child labour to be employed in any of your operations.
- We expect your personnel to be competent and to be licensed or accredited where required, for the work they are to complete.
- We expect all vehicles and their operation to meet MSIL minimum requirements including seat belt installation and use, driver training and competency, and an acceptable standard of equipment and maintenance.
- We expect you to have procedures and controls necessary (work permit, energy isolation etc.) to ensure safe execution of critical operations or tasks as per MSIL safety standards.
- We expect you to follow good environmental practices, waste disposal in permitted areas & prevention of spills .
- We expect all safety incidents, including injuries, vehicle accidents and oil spills occurring in the conduct of MSIL business, to be reported to us and investigated promptly. Any injury must be provided prompt medical support.
- We expect you to familiarize yourself with MSIL first aid & emergency response plan, where appropriate.
- We expect your business to have a Drug and Alcohol Policy that addresses substance abuse, while at work .
- We expect you to be able to conduct continuous risk assessments & mitigation, supervision , periodic audits and inspections of your operations and facilities , while at work in MSIL sites
- We expect any sub-contractors you hire to meet, the statutory and safety requirements with relevant compliances.

We at MSIL are committed to the goals of not harming people or the environment during the conduct of our business and are constantly improving SHE performance in line with these goals and we need to know that our business partners are willing to become as passionate as we are when it comes to SHE.

A. Objective :

This Code of Practice sets out the principal requirements of MSIL on Contractors, Consultants and all Third Parties on Safety, Health and Environment (SHE) matters to be practiced at all MSIL worksites at all time.

The primary objective of these guidelines is to

- provide a safe and healthy working environment;
- to secure personal safety at work;
- to prevent hazards to the health of MSIL employees, Contractor personnel and other third parties who may be associated with the activities taking place and to reduce the environmental impact of work activities.
- All statutory and legal requirement are to be complied with.

B. Definition

In this document the term contractor includes MSIL work sites contractors , sub contractors and all third parties.

C. Compliance :

This Code of Practice / SHE Conditions of Contract is in addition to and supplements all legal requirements on Safety, Health and Environment as applicable to Contractors, Consultants and all Third Parties. All Contractors must strictly adhere to all SHE regulations relevant to the approved works that are in force at that time.

D. Application :

This Code of Practice SHE Conditions of Contract applies to all Contractors working for MSIL; including all aspects conducted by sub contractors and third parties. There shall be no activity associated to any MSIL contract, which is exempted from the purview of this document. All persons engaged by the Contractors, Contractors, Consultants and all Third Parties to work at the Worksite should be acquainted with the contents of this document. MSIL management reserves the right to inspect and stop the work if the Contractor does not conform to this Code of Practice. The issue of this document does not relieve the Contractor of responsibility for taking all other reasonable precautions included in applicable legislation and in the MSIL General Commercial Conditions and Terms and Conditions of Contract (GCC / TCC).

CONTENTS

	Objective	1
	Definition	1
	Compliance	1
	Application	1
PART – I	SHE MANAGEMENT	
1.0	Maruti Suzuki India Ltd. (MSIL) SHE Objective	6
2.0	MSIL Safety Policy	6
3.0	MSIL Basic Safety Principles	7
4.0	MSIL Basic Safety Operational Rules	8
5.0	Contractor Responsibilities	8
6.0	ID Cards	9
7.0	Contractors SHE Organization	9
8.0	Inadequate SHE Personnel	10
9.0	Prohibition of Performance of Other duties	10
10.0	Approval from MSIL	10
11.0	Subcontractors Control	10
12.0	Visitors	11
13.0	Risk Assessment	11
14.0	Emergencies	11
15.0	Accident and Dangerous Notification	11
16.0	Staff Training	11
17.0	Contractors SHE Committee	12
18.0	SHE Inspections	12
19.0	Contractors Daily & Monthly Performance Reporting	12
PART – II	SAFETY, HEALTH AND ENVIRONMENT	
20.0	Safety Signs	13
21.0	Safety Harnesses / Fall Arresters	13
22.0	Occupational Health and Hygiene	13
23.0	Alcohol, drugs and smoking	14
24.0	Permit to Work	14
25.0	Equipment including hand operated power tools	14
26.0	Personal Protective Equipment	15
27.0	Electrical	15
28.0	Lifting and Handling	16
29.0	Cranes	16
30.0	Working at height	16
31.0	Scaffolding	16
32.0	Hazardous Substances	17
33.0	Abrasive Wheels	17
34.0	Housekeeping	17
35.0	Confined Spaces	17
36.0	Highly Flammable liquids and liquefied petroleum gases	17
37.0	Asbestos Materials	18
38.0	Demolition	18
39.0	Environmental Management	18
PART – III	PENALTY AND AWARDS	
40.0	Penalties	21
41.0	Awards	23
PART – IV	APPENDIX	
Appendix-I	Contractor Site SHE Plan	24
Appendix-II	Monthly SHE Performance Report to be submitted by Contractor to	27

MSIL

PART-I : SHE MANAGEMENT

1.0 Maruti Suzuki India Ltd. (MSIL) SHE Objective

It is the policy of MSIL that, in conducting work activities, account must be taken to ensure :

- No harm to Health and Safety of their employees at work and of other persons
- No harm to environment
- No damage to property
- No harm to MSIL Reputation as a responsible corporate citizen

2.0 MSIL Health & Safety Policy



**MARUTI
SUZUKI**

Health & Safety Policy

The Management of Maruti Suzuki India Limited engaged in the manufacture of passenger cars and utility vehicles at its plant situated in Gurgaon & Manesar, Haryana (India) is committed to provide healthy and safe working environment.

To achieve this, the following effective steps shall be taken:-

- △ Compliance of all relevant statutory health and safety requirement/ standards.
- △ Adequate provision of such information, education, training, instructions and supervision as are necessary to ensure the health and safety of all employees including all contractors and their employees at work, shall be made.
- △ To improve and maintain the plant, equipments, machinery and working conditions, periodical safety audit shall be carried out by internal and external agencies.
- △ Occupational Health & Safety will be taken into consideration while purchasing of plant, machinery and equipment and executed as per operating procedures.
- △ The implementation of occupational health and safety at work place shall be the responsibility at all levels of management, employees and also of contractors, transporters, suppliers, vendors and their employees.
- △ Workers participation in safety committees and other safety awareness activities will be encouraged.
- △ Health & Safety performance shall form an integral part of personal assessment performance for employees at all levels.
- △ Health & Safety be one of the factors for performance evaluation of all contractors, suppliers, transporters and vendors , that will be measured by concerned department.

This policy shall be reviewed as and when required.


The policy shall be made available to all employees and outside interested agencies.

Date. 31/03/2008


 S Nakanishi
 Managing Director

All Contractors working on the MSIL Worksite are required to support this policy and

must comply with all statutory requirements, bylaws, MSIL rules / codes of practice and their own SHE standards.



Environmental Policy

Maruti Suzuki India Limited, manufacturer of passenger cars and utility vehicles at its plant in Gurgaon and Manesar, Haryana (India), is committed to:

- ♣ Maintain and continually improve upon our Environmental Management System and performance.
- ♣ Prevention of pollution resulting from our business activities and products.
- ♣ Strictly adhere to environmental laws and further follow our own standards.

Recognizing our responsibility to provide a green and safe environment, we put forward following action guidelines:

- Promote energy conservation .
- Promote three R's (Reduce, Reuse, Recycle).
- Promote "Green" procurement.
- Encourage customers to act upon environmentally responsible mobility.
- Provide environmental education to all the personnel working for or on behalf of Maruti Suzuki India Limited.

This policy shall be regularly reviewed and made available to any interested group or individual.


S. Nakanishi
 Managing Director

Date : 19 February 2008

3.0 In following this policy, MSIL works on seven Safety Management Principles:

- 1.1. All Accidents/ injuries can be prevented (i.e. All hazards are controllable, accidents result due to system failures. It is good business to prevent all injuries and illnesses).
- 1.2. Safety is process owner's responsibility. (Safety management is line management with support from top management.)
- 1.3. Concern and continual support for Safety shall be demonstrated by all leaders.
- 1.4. Working safely is a condition for employment and performance. (No job is so important that is worth getting hurt for. Each employee's personnel work environment must be maintained at a safe exposure level.)
- 1.5. Every job will be assessed for the risk involved and carried out as per applicable operational rule. (It is essential to investigate and correct deficiencies promptly.)
- 1.6. Safety training shall be made available for all jobs. (Off-the-job safety has the role to play in promoting on-the-job safety.)

1.7. Safe work is influenced through Peer Pressure.

4.0 MSIL Basic Safety Operational Rules :-

1. All persons should be competent and authorized for the work they conduct
2. Personal protective equipment shall be worn as per the risk assessment & minimum site requirements
3. Prompt intervention in case of unsafe act or condition is everyone's responsibility. Everyone has an obligation to stop the work that is unsafe.
4. Compliance with safety rules, standards, procedures is everyone's accountability
5. Work Permit & Authorisation :No job requiring work permit will be conducted without a pre job risk assessment & safety discussion appropriate for the level of risk .These jobs include Hot work, Work at height , Excavation & Civil work , Confined space , Hired material handling equipments, Electrical work , Work on flammable fluids, Scaffold work & any other specified. Proper authorisation certificate is required for operating: Forklift, tow trucks, EOT cranes, SND & test track driving and doing Electrical work.
6. Contractors line managers are to identify the hazards & conduct risk assessment for the activities under their control on a regular basis.
7. Adherence to Road Safety Rules inside & outside MSIL shall be demonstrated by everyone .

All contractors working for MSIL shall abide by the above.

5.0 Contractor's Responsibilities

The Contractor has an independent responsibility for SHE performance ,statutory & legal compliances prescribed by central & respective state governments as applicable for all the activities, undertaken directly as well as through his subcontractors thereof. The supplier / contractor shall ensure strict compliance to relevant National Standards, codes of practice, Rules and standards made there under and existing Health and Safety Policy of MSIL at the time of contract and as amended from time to time ,best practices applicable to MSIL or industry standards as a minimum . The contractor / company shall update himself , their employees and their subcontractors if any with updated Indian Standards, International Standards ,all latest applicable laws, rules and regulations at Central, State & Local levels some of which are listed below:

1. Factories Act, 1948 as amended 1987
2. Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act ,1996
3. Workmen Compensation Act, 1923
4. Indian Electricity Rules, 1956
5. Gas Cylinders Rules,1981
6. Public Liability Insurance Act& Rules,1991
7. Biomedical Waste,1998

8. Environmental Protection Act, 1986
9. Central Motor Vehicle Act, 1988, Rules, 1989
10. SMPV Rules, 1981
11. The Indian Boilers Act, 1923
12. Explosive Act, 1984, Rules, 1989
13. Petroleum Act, 1934 (as amended 1977) Rules 1976

The Contractor shall satisfy himself that the appropriate notification to the authorities under the applicable laws in force have been submitted where required . In case the contractor or subcontractor or any of his employees is found not complying with the safety requirement as above, the contractor shall be liable to be penalized as per MSIL penalty clauses. Violations may also result stoppage of work and inter alia suspension / termination of the contract.

All contractors & their subcontractors are required to submit the valid proof of Employee State Insurance Registration & Public Provident Fund or Employee Provident Fund Registration to MSIL at least one week before start of the work. (Even if the contractor has less than 20 workers, at MSIL Site 'It is employment of 20 or more persons including those engaged by their contractors/subcontractors which is material for the purpose of application of EPF & MP Act, 1952 and schemes thereunder') The proof / Challan in prescribed Form for submission of their contribution to competent authorities shall be mandatorily submitted before 10 th day of every month for previous month to MSIL representative. Labour License, Haryana Welfare Fund and any other Govt regulation has to be adhered to. This also includes all laws (including PF/Pension/EDLI guidelines) related to Foreign Workers employed by Contractors or their subcontractors . Applicable for all contracts including occasional visits by service provider during execution of Annual Maintenance Contract . All compliances shall be submitted & ensured through the contracting departments.

6.0 ID Cards

The Contractor must ensure that their employees carry identification badges / I-Cards with their unique employee no. at all times while working at MSIL Worksite. All their compliances to be traceable to this number given by their employer. All the ESIC applicable employees must carry their respective Biometric cards .

7.0 Contractors SHE Organization

The Contractor shall appoint & ensure availability of responsible persons to receive safety instructions, implement own alongwith MSIL provided safety systems and take ownership of safety at each of the worksite .

Safety Stewards:- Contractors must provide a nominated manager, supervisor or foreman with authority to receive SHE instructions from MSIL and ensure adherence to safety norms at each worksite :

- If a contractor is employing less than 50 employees, he shall designate any of his trained supervisors as a SHE co-ordinator .
- For every 50 persons contractor shall appoint one dedicated SHE steward. For more than one SHE steward, one of them shall be appointed as Chief SHE steward.
- Each of the work team upto 20 persons shall be supervised by a trained person wearing a green helmet and green reflective jacket.

Traffic Marshall:- If due to work at the construction site, adjacent roads are getting partially or completely occupied for any reason such as storage ,unloading, parked construction vehicles etc, the contractor must put appropriate signages for warning and appoint persons as traffic marshals wearing Green Helmet & Orange Jackets to guide the traffic for safe & uninterrupted movement (e.g. at Metro construction sites.)

For every construction / project site where more than 100 persons are working, contracting company have to deploy one traffic safety steward for ensuring safe movement of persons working therein and traffic at site. He shall report to site Incharge or Safety officer as per applicability. In case the no of persons are less, Safety Steward will also perform the duties of traffic management.

Fire Volunteers:- For every 20 persons , at least two persons be trained on operation of Fire Extinguishers and one of them be available on each worksite where welding or electrical work is being carried out..

First Aider:- There should be two person trained in First Aid for every 100 persons working at site and one of them should always be available at each site.

Safety officer:- In addition to above contractor shall also appoint one SHE officer, if he employs more than 500 workers (including subcontracts). SHE officer shall have Diploma in Industrial Safety or any equivalent qualification from Government Recognized Institute.

The responsibility for ensuring SHE organization shall lie on the principal contractor.

NOTE :MSIL reserve the right to prescribe the number & qualification of SHE personnel, Traffic Safety Stewards for its construction / projects based on cost of project, complexity & past performance of the contractor. Qualification and experience for Safety Stewards / Traffic marshal / Safety officer shall be approved from SNW before employment .

8.0 Inadequate SHE personnel

In case if the contractor fails to provide the minimum required manpower or fail to fill up vacancies created within 14 days, the same shall be provided by MSIL at contractor's cost. Any administrative expenses involved providing the same like paper advertisement or manpower consultant charges, etc shall also be at the cost of contractor. The SHE coordinator provided by MSIL shall ensure the prescribed compliances of the SHE norms at site.

9.0 Prohibition of performance of other duties

No Safety personnel shall be required or permitted to do any work which is unconnected to, inconsistent with or detrimental to the performance of the Safety duties

10.0 Approval from MSIL

The name of the nominated person (s) must be given to the MSIL Representative before work commences along with their educational qualification and training certificates. The Contractor shall be fully responsible for supervision of Contractor personnel to ensure that they strictly adhere to all applicable safety requirements. The Contractor shall provide, and fix in place, all caution and hazard notices required for the Worksite in accordance with the applicable laws in force and industry practice.

11.0 Subcontractors Control

The first party (contractor) shall inform the second party (MSIL) of all the sub contractors and their respective manpower nos. who shall be performing the activity inside MSIL premises for completion of said job on behalf of first party and obtain approval to this Code of Practice prior to their engagement. . First Party shall be accountable for Safety & Welfare Compliances of the subcontracted party . Total Manpower of First party shall be calculated by adding all the subcontractor manpower also for deciding the requirements of Safety stewards, safety officers and others as mentioned in the Safety Requirements. First

party shall furnish a copy of work order/ any other legal document establishing contractor - subcontractor relationship before starting of work .

First party shall ensure all statutory compliances (like ESI, PF, Minimum Wages, Welfare fund & any other rule applicable as per the law of the land/region including overtime .) for self as well by their subcontractors including foreign workers if any. This shall also be a precondition to allow work-entry in MSIL premises . Each of the employees of contractor /Sub contractor shall always carry an Identity Card issued by his employer . This shall contain his unique employee no to which all the compliance shall be traceable at his employers end.

12.0 Visitors

Visitors to the Worksite must report to Site Incharge / MSIL representative at site . The visitors are to be made fully aware of any regulations, rules or restrictions that are relevant to them whilst on the Worksite.The Contractor shall ensure that visitors comply with any requirement to use Personal Protective Equipment (PPE) .

13.0 Risk assessment ,Daily Hazard Identification Briefings(KYK), Safety Schedules

Before commencing any work, the Contractor shall ensure that all work activities have been assessed for risk in accordance with the relevant regulations and industry practice. The objective of risk assessment is to identify hazards and develop control methods to deal with those hazards. For all operations where a risk to personnel, property or the environment has been identified or is foreseeable, a daily safety meeting shall be carried out at the worksite making each person aware of the risks involved and mitigation plan thereof. Following needs to be displayed on each major worksites: (1)Job (2) Contracting Department (3) Name of Contractor (4)Activity Plan(5) Site Safety organisation Chart (6) Important Phone Nos.(7) Manpower of the day including subcontractors (8) Key Jobs Risk Assessment (9) Daily Hazard Identification (KYK) & tool box talk details (10) PPEs applicable & Safety Schedules (11)PPEs & safety items available in stores (12)Work Permits (13) Site Electrical supply map & permission (13) Previous day/week/month site safety report (14)Safety Training Record including fire & first aid(15)Safety promotion activity- Posters, awards etc.

14.0 Emergencies

The Contractor shall acquaint with the emergency control arrangements as prescribed by MSIL.Any foreseeable emergency situation shall be promptly informed to MSIL representative.It is the Contractor's responsibility to ensure that adequate precautions are taken to prevent the outbreak of fire, to control the spread of fire and inform MSIL Emergency Control Center.The Contractor is required to provide adequate first aid facilities and training for Contractor personnel for all construction project sites.

15.0 Accident and Dangerous Occurences Notification:

All accidents and dangerous occurrences shall be recorded, regardless of whether or not personnel injury occurs. All such incident that results in either fatality , personal injury or illness and/or damage to property , fire , explosions and dangerous occurrences shall be reported promptly to MSIL representative within 1 hour and to be investigated properly.The Contractor will follow the Emergency Response Plan, in case of any emergency.

16.0 Staff training

All Contractor personnel attending the Worksite will be required to attend a suitable induction briefing applicable to the Worksite that will be arranged by the MSIL Representative prior to commencement of the work. The Contractor is responsible for ensuring all Contractor personnel receive this briefing, always carry their Safety training cards, and fully understand the Worksite SHE requirements on the Worksite. The Contractor ensure that Worksite managers and supervisors are fully conversant with this Code of Practice.

17.0 Contractor's SHE Committee :

All contractors having more than 50 workman at MSIL site during any time of the execution shall constitute a SHE committee for each contract. The Membership of the committee should be as follows;

Chairman: The Contractor's Site Incharge / Project Manager

Secretary: The Contractor's SHE Officer

Members: Contractor's and Sub-contractors management representatives and safety staff.

In attendance as and when they wish,

Representatives of the Employer and the Employer's Representative

Meetings should be held at least once every month. Minutes of the Site SHE Committee shall be sent to all members and MSIL representative within two working days of the meeting. Copies of the minutes should be displayed on notice boards so that employees are kept informed of the Site SHE Committee's activities and decisions.

Focussed Safety Meeting must be carried out before major jobs, shutdowns at each site in presence of all working personnel, supervisors, contracting department members to reinforce safety systems. Repeat trainings on usage of safety belts, helmets, fire extinguishers to be carried out during the same.

18.0 SHE Inspections:

The Contractor's Site Manager and supervisory staff are required to carry out Daily and weekly site safety inspections and prepare reports of such inspections. Where high-risk activities are being carried out inspections should be carried at least once in a shift by competent person. Copies of the completed inspection reports shall be kept on site and available for inspection by the MSIL Representative. All machines to be checked for safety provisions at site of Contractor and after installation, Remedial action to rectify any deficiency identified or unsafe practices discovered during the safety inspections should be implemented immediately by Contractor's Site Manager / MSIL safety.

19.0 Contractors Daily & Monthly Performance Reporting-

Daily Reporting : The contractor site manager shall inform (written or email) following on daily basis before start of the work following to MSIL representative . (As per format in Appendix II)

- a. Number of Workman at Site, new joinees names & ESI nos. (if any)

- b. The activity to be undertaken in the day, work permits record (issued, active, closed) work permits stopped for violations if any . Safety training/ tool box talk plan vs actual
- c. Incident reporting of the previous day, if any

Monthly Reporting : The contractor shall submit safety data to MSIL Safety Department through contracting /ordering department on monthly basis in the prescribed format as per *Appendix II* by 5th of next month to MSIL representative.

PART - II : SAFETY, HEALTH AN ENVIRONMENT

20.0 Safety Signs

All safety signage that is displayed in and around the sites shall be in both Hindi and English, examples of signs that shall be required shall include amongst others the following:

- (a) Contractors Name and Representative
- (b) Permit to Work areas
- (c) Wear Safety Helmets
- (d) Wear Safety Footwear.
- (e) Wear Hearing Protection.
- (f) Wear Eye Protection.
- (g) Danger Electricity.
- (h) Danger Crane Overhead.
- (i) Stop Look and Listen
- (j) No Smoking / tobacco usage
- (k) First Aid.
- (l) No Entry signs
- (m) Fire precautions.
- (n) Emergency Exit from underground works
- (o) Any other as relevant to Work Hazards

Contractors shall be required to obtain standard templates for safety signages / hazard communication notices from Safety Department . The contractor will display all such sign and boards at all the sites.

References:

- Indian Standards IS 9457 Standard for colours of Safety Signs
- IS 12349 : 1988 Fire Protection - Safety Signs

21.0 Safety Harnesses / Fall Arresters

Where it is not possible to provide a safe working platform then the use of safety harnesses may be considered. If safety harnesses are used they should be of the full body type and secure anchorage points shall be provided and used. Workers must be instructed in the proper use of harnesses.

22.0 Occupational Health and Hygiene

The Contractor shall be responsible for the medical welfare of all Contractor and Sub-Contractor personnel and shall provide for:

- Facilities for administering first aid;
- The contractor shall arrange a medical examination of all his employees including his sub-contractor employees employed as drivers, operators of lifting appliances and transport equipment before employing and after illness or injury. The valid medical fitness certificate for all workman shall be maintained by him.

If the contractor fails to get the medical examination conducted as mentioned above, MSIL will have the right to get the same conducted by through an agency with intimation to the contractor and deduct the cost and overhead charges.

For all construction work , contractor shall provide canteen , drinking water , rest rooms . sanitation facilities etc.as per the Building & Construction Workors Act / Rules as applicable to the activity.No temporary residential facilities shall be constructed at the construction site to prevent exposure to any hazard.

23.0 Alcohol, drugs and smoking

Consumption of alcohol is not permitted on the Worksite. The misuse of legal drugs is prohibited, as is the use, possession, distribution or sale of illegal drugs.Smoking on the Worksite is prohibited. The contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol or any drugs.

24.0 Permit to Work

MSIL operates a permit to work system . All Contractor and Sub-Contractor personnel be required to comply permit to work system . It is essential that Contractor personnel read, understand, sign to that effect and carry out any conditions or precautions laid down in work permits. If any doubts exist, guidance from the MSIL Representative shall be obtained. Examples of high risk activities requiring permit to work system include but are not limited to:

- (a) Hot Work
- (b) Working on Height
- (c) Entry into Confined Spaces.
- (d) Working On Electrical Apparatus / electrical maintenance
- (e) Working on Crane / Hydra
- (f) Working on Inflammable , toxic or reactive Gas / liquid pipeline , tanks, vessels etc.
- (g) Work with Radioactive material / isotopes.
- (h) Work close to Electical Overhead lines
- (i) Work In Close Proximity to Overhead Power lines and Telecommunication Cables.
- (j) To Dig-where underground services may be located.
- (k) Any other work permit started due to any problem during the work executions as applicable .

The contractor shall employ qualified and competent electrical personnel either ITI or relevant experience of not minimum 02 year (Certificate of competency must be submitted to MSIL before engaging for work). Electrical supply will be provided by MSIL at one point and contractor has to take to the required location through MCB, ELCB,RCCB panel boards,

and distribution system. Contractor shall prepare distribution plan and take necessary approval from Employer before proceeding to start the job. Only those persons who are trained for the work being carried out are allowed to work as per MSIL Work Permit system.

25.0 Equipment including hand operated power tools

The Contractor shall ensure that all equipment including hand operated power tools, whether purchased, rented or otherwise, is maintained and inspected and that operatives are suitably trained in its use in compliance with the applicable laws and any other specified requirements and is capable of performing the functions for which they were intended. Adequate electrical protection like Earth leakage circuit breaker must be installed for protection. Contractor Personnel must not operate any MSIL plant or machinery, or use any MSIL equipment without express permission from MSIL. All hand tools must be kept in a well maintained condition, supported by a documented check list.

MSIL Work Permit System allows use of only MSIL certified equipments by the contractor.

26.0 Personal Protective Equipment

The Contractor shall provide PPE of an approved type appropriate to the work hazards identified and shall maintain this equipment in a professional manner as indicated by applicable legal and industrial standards. The Contractor shall keep up-to-date records of all the said equipment. The Contractor shall remove from the site any worker who consistently refuses to wear the appropriate personal protective equipment. The PPEs and safety appliances provided by the contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS) or equivalent standard. All construction workers should be provided with high visibility jackets with reflective tapes conforming to the requirement specified under BS EN 471: 1994. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and maintain proper record.

The color coding of safety Helmets shall conform to the following :

- Yellow Technician/ Workman
- White Managers
- Blue Supervisor
- Red Fire Personnel
- Green Safety Stewards

All helmets shall also display name of the company logo for easy identification. Specialisation stickers on the helmet (eg Forklift driver, crane driver, fire trained, first aid trained etc.) as per MSIL standards.

27.0 Electrical

All electrical equipment and work on electrical equipment and services must comply with the applicable laws in India. During any electrical work, the circuit must be isolated, fuses removed, warning notices displayed, and other necessary action taken to ensure the safety of the Contractor personnel. The Contractor shall ensure that all electrical tools, distribution equipment and cables are complete and examined for signs of damage or wear prior to use. Worn or damaged equipment shall not be used. Trailing cables should be avoided or appropriate protective measures taken to prevent a trip hazard. Permission must be taken from appropriate department before making electrical connections into their PDBs.

All **Temporary Electrical Site installations and distribution systems** shall as a minimum meet IP44 standards and be in accordance with:-

- (a) Indian Electrical Regulations;
- (b) The Power Companies' Supply Rules;
- (c) BS 7671 Requirements for electrical installation, the IEE Wiring Regulations (16th Edition);
- (d) BS 7375 Distribution of Electricity on Construction and Building Sites;
- (e) BS 4363 Distribution Assemblies for Electricity Supplies for Construction and Building Sites;

28.0 Lifting and handling

In accordance with the applicable laws in India, all lifting and manual handling activities must be risk assessed. The Contractor must supply sufficient and adequate lifting and handling equipment and ensure that Contractor personnel have received the appropriate training. The Contractor shall ensure that all lifting appliances, including synchronised mobile jacks, pit jacks, mobile cranes, tower cranes, gantry cranes and lorry mounted cranes, prior to being allowed to work on site be made available for inspection by MSIL representative. Current Certificate of Inspection issued by a Competent Person approved by Government Authorities must be available. All lifting appliances shall be maintained in accordance with the manufacturer's instructions and shall be subject to a regular preventative maintenance programme.

29.0 Cranes

All lifting equipment used on the Worksite must conform to the applicable laws in India. All equipment must be erected, examined, tested and used in accordance with the applicable laws, the appropriate certificates obtained and made available for inspection by the STI Representative. A nominated, competent person must supervise all lifting operations and all Contractor personnel shall wear high visibility clothing and safety helmets. The area will be cordoned off and suitable protective coverings used to protect immediate vicinity. All suspended loads must be lowered before being left unattended.

Only Trained & authorised driver should operate the crane. He should use appropriate PPEs like Safety Belt, Helmets for personal safety. A trained Guide should be available with the crane to communicate in appropriate sign language with the driver. (Unwanted behaviours like resting/sleeping on crane seat, Extra person entering crane cabin and gossiping, using mobile phone while driving etc. should be strictly prohibited)

30.0 Working at height

The Contractor shall take precautions to prevent Contractor personnel falling from any height. Usage of Safety Belt, Lifeline, Safety Net is a must. Persons suffering from hypertension/illness must be prohibited to do height work. All equipment must be suitable for the task involved, and erected in such a way that it cannot become displaced. (Unwanted behaviours like using mobile phones on height while work should be strictly prohibited)

31.0 Scaffolding & Excavations

All scaffolding as per IS 3696 part1,Part2 (reaffirmed 2002) shall be erected by or under the supervision of a competent scaffolder and shall conform to the standards laid down by applicable laws in India. Each component of scaffolding (like baseplate, standard vertical members, ledge r& transom horizontal members, cross brace, toe board, platform,gate,guard rail, ladder) must be individually inspected as per standard. The scaffold shall be certified " "safe for use " by the competent person of the contractor for the dates and period mentioned therein. The tag of "safe for use" shall be displayed in scaffold.

The Contractor shall be responsible for the following:

- statutory inspections;
- keeping appropriate records;
- marking and lighting at the scaffold to warn of its presence where necessary;
- daily removal of all ladders and other means of access at the end of the working period.

All excavations and barricading as per IS 3764:1992 reaffirmed 2002. Strut,sheathing,wales ,cleat etc. as per standards to stop landslides.

32.0 Hazardous Substances

The Contractor shall provide written information of any precautions that need to be taken before, during and after use of, or generation of, a hazardous substance to ensure the protection and well being of all persons e.g. Contractor and Sub-Contractor personnel, building occupants etc. The Contractor shall obtain Material Safety Data Sheets (MSDS) for all substances that are deemed to be hazardous to be used on site. An inventory shall be kept of all such materials with the relevant MSDS and shall be available for inspection by MSIL Representative who may require further MSDS's to be obtained.

33.0 Abrasive wheels & rotating machinery

The mounting and dressing of abrasive wheels must only be carried out by trained personnel. The correct spindle must be fitted, guards must be in position and the work rest properly adjusted before the machine is started. Dressing tools should be rigidly mounted at a proper angle and direction. Dressing a wheel by any means other than with a dressing tool is strictly forbidden. All cutting machinery must be appropriately guarded.

34.0 Housekeeping

The Contractor shall ensure that good housekeeping is maintained continuously throughout the duration of the Contract with due regard to tidiness and disposal of all redundant materials and equipment and the keeping of access and emergency exits clear. All walkways must be kept clean and free of any material. 1S(Segregation & Disposal) & 2S(Arrangement of things at right place) must be done on a daily basis at predefined time by dedicated team.

35.0 Confined spaces

Contractor personnel may not enter any confined space (e.g. tank, pit, chamber, flue, tunnel etc.) without the express permission of the MSIL Representative. Work in such places must conform to an approved, written safe system of work in order that danger to themselves and others is avoided. All Entries into Confined Spaces are subject to a permit To work.

36.0 Highly flammable liquids and liquefied petroleum gases

Highly flammable liquids shall be stored in strong, screw-capped cans, drums or jerrycans, which are clearly marked 'Petroleum Spirit - Highly Flammable' 'No smoking' notices shall be provided at the approaches to and within the working areas where highly flammable liquids and/or liquefied petroleum gases are being used. The Worksite must be well ventilated and the ventilation continued until the vapour has dissipated. Ventilation equipment will probably be necessary.

In case of usage of LPG cylinders if absolutely required, the commercial gas cylinders shall be allowed with the approval of Factory Manager / Chairman-Safety Committee.

37.0 Asbestos Materials

No asbestos material shall be introduced to the MSIL worksite.

38.0 Demolition

All demolition work is subject to prior approval from MSIL representative.

39.0 Environmental Management

- The supplier / contractor shall ensure strict compliance to all latest applicable laws, rules and regulations at Central, State & Local levels pertaining to Environment and amendments, some of which are listed below:

Year	Name of Law / Regulation
1974	The Water (Prevention & Control of Pollution) Act; Amendment, 1988
1975	The Water (Prevention & Control of Pollution) Rules
1977	The Water (Prevention & Control of Pollution) Cess Act; Amendment, 2003
1978 / 2003	The Water (Prevention & Control of Pollution) Cess Rules
1981	The Air (Prevention & Control of Pollution) Act; Amendments, 1987
1982	The Air (Prevention & Control of Pollution) Rules
1986	The Environmental (Protection) Act
1986	The Environmental (Protection) Rules
1991	The Public Liability Insurance Act; Amendments, 1992
1991	The Public Liability Insurance Rules
1992	The Environmental (Protection) Rules - Environmental Statement
1993	The Environmental (Protection) Rules - Environmental Standards; Amendments 1996, 1998
1994	The Environmental (Protection) Rules - Environmental Clearance
2000	Noise Pollution (Regulations & Control) Rules
2001	The Battery (Management & Handling) Rules
2002	MoEF / CPCB Authorised List of Hazardous Waste Recyclers
1989	The Hazardous Wastes (Management & Handling) Rules 2008
1989	Manufacture, Storage & Import of Hazardous Chemical (Amendment) Rules; Amendments, 1994, 2000
2000	Ozone Depleting Substances (Regulation & Control) Rules
2006	Environmental Impact Assessment Notification

2. Besides the above law it is suggested to adopt best practices to save environment while design, manufacture, packing, transportation, installation and commissioning of equipment.
3. Preference shall be given to suppliers following best environmental practice which will include
 - a. Low energy consumption
Supplier shall use energy efficient Equipment only. Wherever Government declares energy rating through BEE or any other Government agency, supplier shall use the highest energy efficient equipment.
 - b. Increased use of recyclable material
 - i. All electrical and electronic items shall confirm to all applicable Indian Regulations
 - ii. Wherever possible, equipment with highest recyclable content and minimum hazardous contents shall be used.
 - c. Low material consumption
The equipment shall be designed using the principle of Smaller, Fewer, Lighter, Shorter and Neater.
 - d. The process adopted for Manufacturing shall be environment friendly. Also the Latest environment Friendly Technology shall be used. The pollution if any from the manufacturing process shall be within the applicable Laws.
 - e. DG sets shall be equipped with acoustic enclosure as per applicable rules.
 - f. The hazardous waste / used lead acid batteries shall be sold /sent only to MoEF/ CPCB authorized vendors.
4. While working inside MSIL plant, the contractor shall strictly follow the following guidelines. Failure shall result in imposition of penalty and disciplinary action as per law / company policy.
 1. Strict Compliance to Environment Policy.
 2. Before start of the project the site in charge shall provide necessary environment awareness training to the personnel engaged for the specified project
 3. Work instruction in Hindi / regional language, pertaining to environment and the type of environmental impact associated with the project shall be given to all the personnel.
4. Prevent Pollution
 - a. Ensure no spillage of oils, chemicals and any hazardous item.
 - i. All the consumables (like oil, greases, fuel etc) shall be properly stored in the designated places.
 - ii. Adequate containment shall be provided in the storage to prevent leakages if any.
 - b. Do not use polluting equipment. All construction & Allied Equipment shall strictly comply to all applicable laws/norms as specified by Government for the following.
 - i. Air Pollution

- ii. Noise Pollution
 - iii. Land Pollution
 - iv. Water Pollution
- c. Supplier / contractor shall use only environment friendly consumables / substances. MSDS shall be available for consumable used and all precaution / Personal Protective Equipment shall be followed.
- d. Keep scrap segregated at the site in the bins and dispose of daily to designated places. The Contractor shall handle all liquid and solid wastes in a manner that ensures they are held securely without loss or leakage thus minimizing potential for pollution. The Contractor shall maintain and clean waste storage areas regularly. The waste shall be disposed off only at designated areas only. The Contractor shall remove waste in a timely manner and disposed off at landfill sites after obtaining approval of Conservancy and Sanitation Engineering Department of Municipal Corporation of Delhi for its disposal. Burning of wastes is prohibited
- e. Display Safety precaution at workplace.
- f. Always keep adequate number of fire extinguishers /fighting equipment at the workplace be made available by the contractor themself . The same shall be maintained / serviced by trained person. These equipmentst should be ISI marked as applicable. They have to make theirm own arrangement and maintained / serviced monthly.
- g. Proper cordoning / barricading of the site shall be provided to reduce dust.
5. Energy & water conservation
- a. Avoid wastage of electricity and water
 - b. Switch off equipment when not in use
 - c. Use energy efficient equipment.
 - d. If compressed air is used, the leakage from the compressed air hoses shall be regularly checked and repaired.
6. Packing- Supplier shall use Recyclable and light Packing to the extent possible.

PART - III : PENALTY AND AWARDS**40.0 Penalties**

Non-compliance of content of this Code of Practice clause may result in Penalty for first violation, Work stoppage and / or person(s) MSIL entry cancellation for second violation. Willful or repeated non-compliance shall attract financial penalty on the contractor or/and result in contractor dismissal or termination of contract. MSIL officials will have the right to decide the application of Penalty.

SHE NORMS BY CONTRACTORS

(APPLICABLE TO ALL WORKS CARRIED OUT IN THE MSIL BY CONTRACTORS)

S.No.	Violation of HSE norms	Penalty Amt Rs	Reporting Authority
1.	For not using Personal Protective Equipment (Helmet, goggles, gloves, Safety Shoes, Hearing Protection etc.)	1000/=	Departmental Manager, Project Managers, Safety Officers
2.	For not using safety belt / fall arrestors, Boiler suit.	5000/=	Departmental Manager, Project Managers, Safety Officers
3.	Working without work Permit / clearance / Isolation or lock & tags	10000/=	Departmental Manager, Project Incharge, Safety Officers
4.	Hot work without proper permit / clearance	10000/=	Departmental Manager, Project Incharge, Safety Officers
5.	Non-use of safe electricity at work site (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent person)	5000/=	Departmental Manager, Project Incharge, Safety Officers
6.	Working at height without safety belt, using non-standard / non certified safety belt / scaffolding and not arranging fall protection arrangement as required	5000/=	Departmental Manager, Project Incharge, Safety Officers
7.	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips, double gauge regulator, improper storage / handling)	10000/=	Departmental Manager, Project Incharge, Safety Officers
8.	Non-fencing / barricading of excavated areas	10000/=	Departmental Manager, Project Incharge, Safety Officers Managers, Safety Officers
9.	Use of domestic LPG for cutting purpose	5000/=	Departmental Manager, Project Incharge, Safety Officers
10.	Non-display of name board, permit, safety sinages etc at site	5000/=	Departmental Manager, Project Incharge, Safety Officers
11.	For not providing shoring / strutting / proper slope and not keeping the excavated earth atleast 1.5 M away from excavated area	10000/=	Departmental Manager, Project Incharge, Safety Officers
12.	Unauthorized Driving, Over speeding of vehicles, rash driving, etc.	1000/=	Departmental Manager, Project Incharge, Safety Officers

S.No.	Violation of HSE norms	Penalty Amt Rs	Reporting Authority
13.	Non-deployment of safety supervisor / supervisor responsible for safety at work site required as per special safety conditions	5000/- per week,	Departmental Manager, Project Incharge, Safety Officers
14.	Failure to maintain safety inspection register and record by contractor safety supervisor or supervisor responsible for safety.	5000/=	Departmental Manager, Project Incharge, Safety Officers
15.	Failure to have weekly safety site inspection / audit and monthly safety meeting and maintain record (by contractors themselves)	5000/= per week	Departmental Manager, Project Incharge, Safety Officers
16.	Failure to submit the monthly SHE report by 5 th of next month to MSIL representative	5000/=	Departmental Manager, Project Incharge, Safety Officers
17.	Poor House-keeping / illumination	5000/=	Departmental Manager, Project Incharge, Safety Officers
18.	Failure to follow injury reporting system	10000/=	Departmental Manager, Project Incharge, Safety Officers
19.	Working beyond 9 Hrs per day or 48 Hrs in a week	1000/- per employee	Departmental Manager, Project Incharge, Safety Officers
20.	Delay in submission of SHE Plan or not updating as per MSIL requirements	50000/=	Departmental Manager, Project Incharge, Safety Officers
21.	Not complying to the minimum SHE manpower requirements	50000/=	Departmental Manager, Project Incharge, Safety Officers
22.	Not providing / maintaining I cards at MSIL sites	10000/=	Departmental Manager, Project Incharge, Safety Officers
23.	For every fatal injury	500000/= for 1 st & 1000000/= for every subsequent	Head SNW / Departmental Head / Safety Officers
24.	Failure in Incident / Dangerous Occurrence reporting / abnormal delay / suppression or misleading information	Rs 1,00,000/= for first fatality and Rs 2,00,000/= for every subsequent fatality	Departmental Manager, Project Managers, Safety Officers
25.	Violation of any other SHE condition as per SHE plan, Safe Works Procedures , work permit and Code of Practice conditions, improper welding booth, not keeping fire hose / extinguisher ready at hot work site, unsafe rigging, bringing defective equipment, unauthorized personnel, improper illumination, improper environmental management / waste disposal etc.	5000/= per occasion	Departmental Manager, Project Managers, Safety Officers

Please note that:

1. The above penalties will be applicable for all the contracts jobs carried out inside MSIL and covered by MSIL SHE norms / work permit system.
2. The amount does not include any other payment / expenditure related to accident . Such payment if any will also be born by the contractor .
3. Site Engineers, Operations Officers, Safety Officers will report such violations through their Department Head / Engineer- in-charge (Reporting Authority) to the respective contracting department for necessary action. Reporting Authority has been indicated against each violation.
4. On advice from Reporting Authority, respective contracting departments shall make the deductions from the next payment due to the contractor.
5. The above penalties shall be double in case of violations more than 3 times during the contract period for a particular contract. For annual and other rate contracts POs awarded as part of rate contract shall be considered for this.
6. In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting will be taken.
7. Implementation of above financial penalties for violation of SHE norms does not absolve contractors from their responsibilities to take at all times due and proper precautions to avoid injuries and accidents.
8. Contractors shall own the full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of SHE norms by contractors even though financial penalty is not applied for such violation. Implementation of these financial penalties does not absolve Contractors from any of the responsibility as per General commercial conditions and terms and conditions of contract (GCC / TCC)
9. All such financial penalties imposed on contractors shall be displayed / publicized appropriately by the respective contracting department.
10. In no condition the contractor will deduct the penalty fully / partially from the workman so that the same violates law of the land (For example: Minimum Wage rules). MSIL shall not be responsible for any conflict / legal difficulties arising due to such cases and it will be purely matter between the contractor and the workman of the contractor.

41.0 Awards

The following categories will be considered for awards as per the scheme in practice at MSIL

- i) For every safe million man hour working without any reportable incidents and dangerous occurrences
- ii) Zero fatality contracts

Based on SHE management & performance evaluation, MSIL shall undertake rating of contractors.

PART – IV : APPENDIX

MSIL Requirements for preparation of Contractor SHE Plan

1. The contractor shall comply with MSIL Safety & Health and Environmental Policy and Code of Practice on SHE Requirements.
2. Within 4 weeks of the notice of the acceptance of the tender / Work Order, the contractor shall submit a detailed and comprehensive contract specific SHE Plan. The SHE plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance of the contract provisions. The SHE Plan shall include the following but not be restricted to:-
 - A statement of contractor's SHE policy, organization and arrangements for SHE.
 - The name(s) and experience of person(s) within the contractor's proposed management who shall be responsible for co-coordinating and monitoring the Contractor's SHE performance.
 - The number of SHE staff who shall be employed on the works, their responsibilities, authority and line of communication with the proposed contractor's agent.
 - A statement of the contractor's policy and procedures for identifying and estimating hazards, and the measures for addressing the same.
 - A list of SHE hazards anticipated for this contract and sufficient information to demonstrate the Contractor's proposal for achieving effective and efficient health and safety procedures.
 - A description of the SHE training courses and training drills which shall be provided by the contractor, with an outline of the syllabus to be followed.
 - Details of the safety equipment which shall be provided by the Contractor, including personal protective equipment.
 - A statement of the Contractor's policy and procedures for ensuring that Contractor's Equipment used on the project site are maintained in a safe condition and are operated in a safe manner.
 - A statement of the Contractor's policy and procedures for ensuring that sub-contractors comply with the contractor's safety plan.
 - A statement of the Contractor's disciplinary procedures with respect to SHE related matters
3. If at any time the SHE plan is, in the MSIL opinion, insufficient or require revision or modification to ensure the security of the works and the safety of all workman upon and visitors to the site, the employer may instruct the Contractor to revise the She plan and the Contractor shall within 7 days submit the revised plan to MSIL for review.
4. Any omissions, inconsistencies and errors in the SHE plan or the employers acceptance or rejection of the SHE plan and/or supplements thereto shall be without prejudice to the contractor's obligations with respect to site safety, Industrial health and environment and shall not excuse any failure by the contractor to adopt proper and recognized safety practices throughout the execution of work.
5. The contractor shall adhere to the SHE plan and shall ensure, as far as practically possible that all sub-contractors of all tiers require that contracting parties each have a copy of the site She plan and comply with its provisions. The details of contents to be covered in the site SHE plan are given in **Appendix No I. Appendix – I**

CONTRACTOR SITE SHE PLAN

Contract No. / Work Award No.	
Date of Award	
Date of Validity	
Contractor Name and Address	
Contact Details <ul style="list-style-type: none"> • E mail • Phone • Fax 	
Project Name	

1. Project Highlights

- Title of the content
- Contractor number
- Brief scope of work
- Location Map/ Key plan
- Period of the project

2. Contractors **SHE policy – (Must follow / Agree with MSIL –SHE Policy)-**

3. **Site Organization Chart**

- Chart indicating reporting of SHE personal

4. **Roles & Responsibility**

Individual responsibilities of the :-

- Project / Site Manager
- Supervisors
- SHE committee Members
- SHE Manager
- Sub-contractors

5. **SHE Committee**

- Details – Chairman, Members, Secretary and MSIL representative
- Procedures for effective conduct of meeting (Monthly Meeting)

6. **SHE Training**

7. **Subcontractor Evaluation, Selection and Control**

8. **SHE Inspection**

9. **SHE Audit (to be applicable to all projects)**

10. **Occupational Health Measure**

11. **Labour Welfare Measures**

12. **Risk Assessment and Mitigation procedures**

13. **Safe Works Procedures**

- Safety Signages
- Work at height

- Structural Steel erection
- Floor, Wall Openings and Stairways
- Welding and cutting
- Lifting Appliances
- Work permit Systems
- Electrical Equipment
- Mechanical Equipment
- Excavation
- Fire Prevention
- Hazardous chemicals and solvents
- Ionizing Radiation
- Lightning
- Abrasive Blasting
- Ladder Safety
- Fork Lift
- Any other as relevant

14. Work Permit System

15. List of standard job specific PPE's to be used in the site

16. Maintenance System for construction Equipment and Machinery

17. Housekeeping

18. Environmental Management (Waste Disposal) **19. Any other information**

Appendix - II

MONTHLY SHE PERFORMANCE REPORT TO BE SUBMITTED BY CONTRACTOR TO MSIL

Report No. : _____ Total man-hour worked in the month : _____

Contract No. : _____ Month / Year: _____

Project Name : _____

Contractor Representative: _____ Signature / Date : _____

Agenda No.	Description	REMARKS
1	Corrected Violations based on MSIL findings / reporting (remarks : attitude toward corrections)	
2	Contractor's Safety Meetings Conducted (remarks : evaluate effectiveness)	
3	Potential near misses observed (<i>which could have resulted in permanent disability / fatality</i>)	
4	Reportable Lost Time Accident	
5	Total Man-days lost due to reportable accident	
6	Number of First Aid Injuries cases	
7	Any Special Safety Meetings, held	
8	Adequacy of On-Site / Staffing with respect to safety monitoring (inadequate / adequate)	
9	Overall of Safety Project Management of Contractors Agency – Self Rating (Indicate : poor / good / excellent)	
10	Fire Prevention Efforts / Preparedness level (Indicate : poor / good / excellent)	

Submitted by Contractor Representative to MSIL PE Division Representative : (Date -----)

We hereby confirm the acceptance of terms and conditions of this Code of Practice on Contractors , Consultants, Other Third Parties Safety , Health, & Environment (SHE) Procedures, V 1.1 and agree to abide by the same and take full responsibility for safe execution of job at MSIL work place.

For and on behalf of Contractor

For and on behalf of MSIL

Signature.....

Signature.....

Name:-.....

Name:-.....

Designation :-.....

Designation :-.....

Date

Date

TENDER - SPECIFICATIONS

VOLUME- IB (SCC)



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 00
6th JULY
2010

SPECIAL CONDITIONS OF CONTRACT (SCC)

(Document No PS:MSX:SCC)

BHARAT HEAVY ELECTRICALS LIMITED



SPECIAL CONDITIONS OF CONTRACT (SCC)

Contents

SN	DESCRIPTION	Chapter	No. OF PAGES
1	General Intent of the Specifications	Chapter-I	
2	General Services to be rendered by the Bidder	Chapter-II	
3	General Technical Requirements (Codes and Standards)	Chapter-III	
4	Obligations of Contractor (In respect of Tools, Tackles, Consumables, etc employment of supervisory staff and workmen)	Chapter-IV	
5	Responsibilities of Contractor (In respect of employment of Labour, Supervisory staff, etc)	Chapter-V	
6	Material Handling, Storage, Preservation, etc	Chapter-VI	
7	Drawings and Documents	Chapter-VII	
8	Inspection and Quality	Chapter-VIII	
9	HSE & OHSAS Obligations	Chapter-IX	
10	RA Bill Payment	Chapter-XI	
11	Performance Monitoring	Chapter-XII	
12	Suspension of Business Dealings	Chapter-XII	

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - I : General Intent of Specifications

1.0	INTENT OF THE SPECIFICATION
1.1	The intent of this erection specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
1.2	The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.
1.3	It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
1.4	The omission of specific reference to any fabrication / erection or other method, equipment or material necessary for proper and efficient working of the plant shall not relieve the tenderer of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in fabrication / erection shall have to be rectified by the vendor free of cost. Inspection by BHEL/Customer does not relieve vendor of his responsibility of executing quality erection.
1.5	The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - I : General Intent of Specifications

1.6	Contractor shall erect and commission all the equipments and auxiliaries as per the sequence & methodology prescribed by BHEL depending upon the technical requirements. Availability of materials and fronts will decide this. BHEL Engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor. No claims for extra payment from the contractor will be entertained on the ground of deviation from the methods / sequence adopted in erection of similar sets elsewhere.
1.7	Following shall be the minimum responsibility of contractor and have to be provided within finally accepted rates / prices:
1.7.1	Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated IMTEs (Inspection, measuring and testing equipment) as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling
1.7.2	Achieving Proper out-turn / Turn-over as per BHEL plan and commitment.
1.7.3	Completion of work as per BHEL Schedule
1.7.4	Good quality and accurate workmanship for proper performance of the equipment
1.7.5	Repair and rectification
1.7.6	Preservation / Re-conservation of all components during storage / erection / commissioning till handing over.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - II : General Services to be rendered by the Bidder

2.0	GENERAL SERVICES TO BE RENDERED BY THE BIDDER
2.1	Services for construction, fabrication, equipment erection testing as well as trial run & commissioning of various equipment and accessories under the contract shall include but not be limited to the following:
2.2	Issuing materials from store/open yard from time to time for erection as per the construction programme. The Contractor shall be the custodian of all the materials issued till the plant/equipment is officially taken over by the owner / BHEL after complete erection any successful trial run & commissioning.
2.3	Transport of material to their respective places of erection and erection of the complete plant & equipment as supplied under this specification.
2.4	Trial run and commissioning of individual equipment / sub-systems to the satisfaction of Owner/BHEL.
2.5	Deployment of all skilled and unskilled manpower required for erection, supervision of erection, watch & ward, commissioning and other services to be rendered under this specification.
2.6	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this specification except otherwise specified.
2.7	Supply of all consumables, eg welding electrodes, cleaning agents, diesel oil, lubricant etc as well as materials required for temporary supports, scaffolding etc as necessary for such erection work, unless specified other wise.
2.8	Providing support services for the contractor's erection staff eg construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.
2.9	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the proforma mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL/owner, taking approval of all statutory authorities i.e Boiler Inspector, Factory Inspector, Inspector of Explosives etc , as applicable for respective portions of work fall under the jurisdiction of such statutes of laws.
2.10	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - III : General Technical Requirements (Codes and Standards)

3.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
3.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary, to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
3.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
3.3	In the event of any conflict between the codes and standards referred above, and the requirements of this specification, the requirements which are more stringent shall govern.
3.4	Tools used during erection and commissioning shall not be accepted except with the specific approval of the Engineer.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.0	OBLIGATIONS OF CONTRACTOR
4.1	CONSUMABLES & OTHER ITEMS
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, gaskets, gland packing, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
4.1.2	All the shims, gaskets and packing, which go finally as part of plant equipment, shall be supplied by BHEL free of cost.
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	<u>TIG Filler wire for Boiler and Filler wires for Electrodes for P91/T91 piping:</u> These shall be supplied by BHEL free of cost as supplied by BHEL Manufacturing Units as part of regular supply. Required quantity as arrived at by calculation / standards will only be supplied. It would be the contractors' responsibility to account for the consumption of these filler wires. Additional consumption beyond standard / calculated quantity will be at cost recovery basis only unless and otherwise accounted for. Surplus quantity of TIG filler wire, if any, shall be properly stored and returned to BHEL stores.
4.1.5	It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.1.6	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
4.1.7	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.8	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.9	All lubricants and chemicals required for pre-commissioning, commissioning, testing, preservation and lubricants for trial runs of the equipment shall be supplied by BHEL / BHEL's client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. The consumption of lubricants / chemicals shall be properly accounted for. Surplus material if any shall be properly stacked/tagged and returned to BHEL/ CUSTOMER stores at no extra cost to BHEL. BHEL reserves the right to recover costs for wastage by the contractor.
4.1.10	Transportation of oil drums, from stores, filling of oil for flushing, first filling, subsequent changeover if any, topping/making up till the unit is fully commissioned and handed over to customer is included in scope of this contract. The contractor shall have to return all the empty drums to BHEL / BHEL's client store at no extra cost. Any loss / damage to above drums shall be to contractor's account.
4.1.11	All charges on account of Octroi, terminal or sales tax and other duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	TOOLS AND PLANTS / MEASURING AND MONITORING EQUIPMENT (MMEs)
4.2.1	T&Ps and MMEs to be provided by Contractor
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits, if any) if required with Sales Tax/VAT authorities, for bringing their materials, plants and equipments at site for the execution of work under this contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.2.1.2	All suitable cranes, lifting and transport equipments for material handling at stores/yard/siding of BHEL/Customer are included in scope. BHEL's cranes will not be available for this purpose unless otherwise specifically permitted as per contract conditions
4.2.1.3	All T&Ps to be deployed by the contractor shall have the approval of BHEL Engineer with regard to brand, quality and specification.
4.2.1.4	Indicative list of Major T&Ps in the scope of Contractor are given in the Technical Conditions of Contract. Bidders to note that these are only indicative and as such all other T&P necessary for timely and satisfactory completion of work in scope shall be mobilized by Contractor
4.2.1.5	Timely deployment of adequate T&Ps is the responsibility of the contractor. The contractor shall be prepared to augment the T&P at short notice to match the planned programme and to achieve the milestones.
4.2.1.6	Contractor shall maintain and operate his tools and plants in such a way that major breakdowns are avoided. In the event of major breakdown, contractor shall make alternative arrangements expeditiously so that the progress of work is not hampered.
4.2.1.7	In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor. Decision of BHEL shall be final and binding on the contractor
4.2.1.8	The T&P to be arranged by the contractor shall be in proper working condition and their operation shall not lead to unsafe condition. The movements of cranes, and other equipment should be such that no damage / breakage occurs to foundations, other equipments, material, property and men. All arrangements for the movement of the T&P etc shall be the contractor's responsibility.
4.2.1.9	Use of welding generators/ rectifiers only shall be permitted for welding. Use of welding transformers will be subject to specific approval of BHEL engineer.
4.2.1.10	The contractor at his cost shall carry out periodical testing of his construction equipments. Test certificates shall be furnished to BHEL.
4.2.1.11	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Fitness certificate / Test Certificates of T&P shall have to be submitted before it is put in use. Identification for such T&Ps will be done as per BHEL Engineer's advice.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

	BHEL reserves the right to permit only new slings up to 20 mm and lifting tackles up to 3 MT capacities.
4.2.1.12	Contractor shall ensure deployment of reliable and calibrated MMEs (Inspection measuring and Monitoring equipment). The MMEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each MME shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
4.2.1.13	Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MME so that work does not suffer when the particular instrument is sent for calibration. If any MMEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy MMEs and retake the readings at contractor's cost.
4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
4.2.1.15	The month wise T&P deployment plan to execute the work is to be submitted as per relevant format as per the instruction of BHEL. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent.
4.2.2	Obligations in respect of T&Ps and MMEs provided by BHEL
4.2.2.1	T&P / MMEs being provided by BHEL to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
4.2.2.2	BHEL T&P will be issued in basic assembled condition. Additional loose components / sub-assemblies / attachments as and when necessary, will be issued by BHEL. Assembly of such additional loose components/sub-assemblies/ attachments is in contractor's scope.
4.2.2.3	In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan /

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

	amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
4.2.2.4	void
4.2.2.5	The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
4.2.2.6	<p>The day to day operation and maintenance of BHEL's T&Ps (Other than cranes) shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. BHEL shall arrange all spares needed for upkeep of major T&Ps provided like Huck Bolting Machine*, DG Set, Induction Machine and Hydraulic Test pumps. The contractor has to arrange for fixing of the spares; supervision in specialized cases will be provided by BHEL. For upkeep of all other T&Ps supplied by BHEL, spares shall be arranged by the Contractor. BHEL supplied T&Ps shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps. These shall be made available for inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done at the risk and cost of the contractor along with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.</p> <p>*: for operation and maintenance of ESP Huck bolting machine, BHEL shall provide the basic power rig and hose. Balance toolings ie Guns, chuck jaws etc are to be arranged by contractor.</p>
4.2.2.7	void
4.2.2.8	Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost including restoration to a state as directed by BHEL. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required,

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

	contractor has to return the crane with original boom.
4.2.2.9	The area and infrastructure development of the area to be carried out by the customer. However in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases backfilling of approaches where ever necessary, consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
4.2.2.10	In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
4.2.2.11	The contractor shall furnish regular utilization report of the BHEL T&Ps, as per requirement of BHEL.
4.2.2.12	Any loss / damage to any part of BHEL T&Ps and MMEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
4.2.2.13	It shall be responsibility of the contractor to take delivery of T&Ps and MMEs from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store / place as intimated by Engineer in project site in good working conditions after use.
4.2.2.14	The contractor shall return BHEL T&Ps and MMEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If contractor delays return of T&P and MME, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. T&Ps and MMEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
4.2.2.15	Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps and MMEs shall be recovered from the contractor's running / final bills

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.2.2.16	Obligations in respect of Cranes provided by BHEL
a)	BHEL will make available the cranes (as per Technical Conditions of Contract) free of charge to the contractor on sharing basis mainly for the purposes enumerated/indicated therein. BHEL cranes have to be shared with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor.
b)	BHEL Cranes may be initially issued in basic assembled condition. Any alteration/addition like boom reduction / extension, assembly of components/sub-assemblies needed for modulating the capacity/reach/other features of cranes and restoration to the state as directed by BHEL shall be the contractor's responsibility.
c)	<p>In case the BHEL cranes are not covered under AMC of BHEL, then the day-to-day upkeep and running maintenance like filling / topping up of lubricants, changing filters, etc including repair of self starter and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk and cost of contractor.</p> <p>In case BHEL cranes are covered under AMC awarded by BHEL, then the day-to-day upkeep and running maintenance as described above are excluded from scope. However any additional helpers if any required during Preventive/Breakdown Maintenance, Assembly/disassembly shall be provided by contractor at no extra cost.</p> <p>BHEL may also provided cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.</p>
d)	Minor consumables like cotton cloth, cotton waste, etc is to be supplied by Contractor. All spares and lubricants/grease is excluded from scope. Contractor to give the requirements of these items well in advance in case the cranes provided by BHEL are BHEL owned cranes.
e)	Unless otherwise specified, trained operators for BHEL owned cranes shall be provided by the contractor. These operators should possess valid license for heavy vehicle.
f)	BHEL cranes will be withdrawn for regular and capital maintenance as per the respective schedule of maintenance. As far as possible such schedules will be intimated to the contractor in advance and may be adjusted depending on the work requirements at site. However no claim whatsoever will be entertained on account

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

	of non-availability of cranes.
g)	Where the services of the cranes provided by BHEL are to be shared by other agencies/ contractors of BHEL, the contractor's responsibilities defined above will also be apportioned accordingly to the beneficiary agency. Working arrangements in this regard will be done at site by BHEL engineer and in any case his decision shall be final and binding.
h)	Major breakdowns will be attended to by BHEL. However, in case of breakdowns or damages due to negligence of the contractor, the complete service/repair charges including cost of spares shall be to the account of the contractor, along with BHEL overheads.
4.2.2.17	Obligations in respect of Construction Lift/Elevators provided by BHEL
a)	The total erection including commissioning, maintenance, statutory clearances shall be included in scope of work. Supervision by the original equipment supplier or their authorized agency shall be arranged for by BHEL, in case found necessary.
b)	All day to day and routine maintenance and checking is to be carried out by the contractor as per the recommendations of the supplier. He should periodically check the brakes and carry out the all works to ensure the safety of all those using the lift/elevator. BHEL shall arrange spares required for upkeep of Construction lift/elevator
c)	The construction lift/elevator should never be overloaded as this can lead to serious accidents. Ensuring all safety aspects in operation of the lift shall be the responsibility of the contractor. Erection of all the required number of landing platforms is included in scope. Landing platforms are to be provided with proper barricades and hand railings.
d)	After completion of contractual scope of work or as per BHEL advice, the temporary elevator/lift shall be dismantled and handed over to BHEL neatly identified/tagged. Temporary structures/platforms etc erected for the elevators/lifts are also to be dismantled and materials to be returned to stores as applicable. The construction and dismantling of the foundations required for the construction/elevator lifts is included in the scope of the contractor.

SPECIAL CONDITIONS OF CONTRACT (SCC)
**Chapter – V : Responsibilities of Contractor in respect of Labour,
 Supervisory Staff, etc.**

5.0	RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 10 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
5.11	The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
5.12	The supervisory staff employed by the contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL's client.
5.13	It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.
5.14	The actual deployment will of Labour and Engineer/supervision staff shall be so as to satisfy the erection and commissioning targets set by BHEL. If at any time, it is found that the contractor is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the contractor's risk and cost. The expenditure incurred along with BHEL overheads thereon shall be recovered from the contractor
5.15	Contractor shall not deploy women labour at night.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.0	MATERIAL HANDLING, STORAGE AND PRESERVATION ETC
6.1	MATERIAL HANDLING AND STORAGE
6.1.1	All the equipments/materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. While drawing/lifting material from BHEL / customer stores, the contractor shall ensure that the balance / other materials are stacked back immediately. No claim is admissible on this account
6.1.2	While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / erection site in time, according to program.
6.1.3	The contractor shall take delivery of components, equipment / consumables from storage area after getting the approval of BHEL Engineer on standard indent forms.
6.1.4	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
6.1.5	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
6.1.6	Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. Dragging of piping / valves should be avoided. In case of any damage the cost shall be covered from the contractor.
6.1.7	Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter – VI: Material Handling, Storage & preservation

	may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. . The contractor may familiar himself with soil conditions at site.
6.1.8	Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of material
6.1.9	The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
6.1.10	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
6.1.11	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.
6.1.12	The contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the contractor from BHEL / customer stores), which require indoor storage till the time of their installation. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.
6.1.13	The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage for packing wood only.
6.1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.1.15	The contractor shall ensure that all the packing materials and protective devices installed on equipment during transit and storage are removed before installation.
6.1.16	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
6.2	PRESERVATION OF COMPONENTS
6.2.1	After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
6.2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
6.2.1.2	Motors, valves, electrical equipment, control equipment and instruments, and special or precision items requiring special care, etc shall be stored indoors. Motor windings shall be kept dry by use of external heat or space heaters.
6.2.1.3	Bearings and other wearing surfaces of plant materials shall be protected against corrosion and kept clean and should be regularly monitored.
6.2.1.4	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.
6.2.2	It shall be the responsibility of the contractor to apply preservatives / touch up paints (primer) on equipment handled and erected by him till such time of final painting. It shall be contractor's responsibility to arrange for required paints (primer), thinners, labour, scaffolding materials, cleaning materials like wire brush, emery sheets, etc, cleaning of surface and provide one coat of preservatives / paints (primer) from time to time as decided by BHEL engineer. The accepted rate shall include this work also. It is to be noted that such painting may have to be done as and when required till such time the final painting is carried out.
6.2.3	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.2.4	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.
--------------	--

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VII: Drawings and documents

7.0	DRAWINGS AND DOCUMENTS
7.1	The detailed drawings, specifications available with BHEL engineers will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
7.2	Necessary drawings to carry out the erection work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
7.3	The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.
7.4	The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work. The contractors quoted rates shall be inclusive of the above factor
7.5	Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
7.6	Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

8.0	INSPECTION AND QUALITY
8.1	Inspection, Quality Assurance, Quality Control
8.1.1	Preparation of quality assurance log sheets and protocols with customer/consultants/statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work/specification. These records shall be submitted to BHEL/customer for approval from time to time.
8.1.2	The protocols between contractor and customer/ BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer/ BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.
8.1.3	<p>A daily log book should be maintained by every supervisor/engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/clearance / centering / leveling readings and inspection details of various equipments etc.</p> <p>High pressure welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions.</p> <p>Record of radiography containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc shall also be maintained as per BHEL Engineer's instructions.</p> <p>Record of heat treatments performed shall be maintained as prescribed by BHEL</p>
8.1.4	The performance of welders will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically furnished for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/ discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately
8.1.5	All the welders shall carry identity cards as per the proforma prescribed by BHEL/Customer/Consultant. Only welders duly authorized by BHEL/customer/consultant shall be engaged on the work.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

8.1.6	Contractor shall provide all the Measuring Monitoring Equipments (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments/gauges/tools for the work under this specification, is final and binding on the contractor. BHEL may give an indicative list of MMEs required for this work and to be made available by the contractor. The list will be reviewed by BHEL and the contractor shall meet any augmentation needed wherever required.
8.1.7	It is the responsibility of the contractor to prove the accuracy of the testing/measuring/calibrating equipments brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.1.8	Any re-laying or re-termination of cables/re-erection of instruments/recalibration of instruments etc. required due to contractor's mistake or design requirement and found at any stage inspection, shall be carried out by the contractor at no extra cost.
8.1.9	BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements. One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / recalibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall ie repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions,

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.1.11	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter/ finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter/final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	Stage Inspection By FES/QA Engineers
8.2.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of equipments under erection and commissioning at various stages shall also be conducted by teams of Engineers from Field Engineering Services of BHEL's Manufacturing Units, Quality Assurance teams from Field Quality Assurance, Unit/Factory Quality Assurance and Commissioning Engineers from Technical Services etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.
8.2.2	Any modifications suggested by BHEL FES and QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per Section 13, and provided such modifications have not arisen for reasons attributable to the contractor.
8.3	Statutory Inspection of Work
8.3.1	<p>The work to be executed under these specifications has to be offered for inspection, at appropriate stages of work completion, to various statutory authorities for compliance with applicable regulations.</p> <p>The work related statutory inspections, though not limited to, are as under:</p> <ol style="list-style-type: none"> 1) Inspectorate of Steam Boilers and Smoke Nuisance 2) Electrical Inspector 3) Factory Inspector, Labour Commissioner, PF Commissioner and other authority connected to this project work <p>The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for the pressure parts to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.
8.3.2	Contractor should be qualified to execute pressure parts & piping work coming under the purview of IBR, for which he should register himself with CIB of state concerned. contractor also should be aware of the latest IBR regulations and Electricity Act, including the amendments thereof.
8.3.3	Contractor shall comply with 'Qualification Tests for welders engaged in welding of Boilers and Steam Pipes under Construction, Erection and Fabrication at Site in India and in repairing Boilers and steam pipes by welding' in line with Chapter XIII of Indian Boiler Regulations-1950, for testing his welders / men / workers, including all associated fees, procedures, required instruments and equipments and their calibration there of. It shall be contractor's responsibility to obtain approval of Statutory Authorities, wherever applicable, for the conducting of any work which comes under the purview of these authorities, at his cost.
8.3.4	The following fees shall be excluded from scope of Contractor: 1. Registration Fee as per Regulation 385 of Chapter IX of Indian Boiler Regulations-1950 2. Fees for inspection of Boiler at the site of Construction as per Regulation 395 A, sl no 4 of Chapter IX of Indian Boiler Regulations-1950 However all other fees like visit fees charged by the Boiler Inspector and other arrangements for his visit or visits till satisfactory completion of work, shall be included in scope of Contractor
8.4	The Quality Management System of BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product/ procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	such non-conformities, & maintain the relevant quality records. The non conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers/vendors of various products/services contributing in the work are also considered as part of the quality management system. .as such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
8.5	Field Quality Assurance
8.5.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.0	<p>OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME : BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.</p>
9.1	<p>HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-</p>
9.1.1	<p>Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a month) and submit such reports to BHEL. He will conduct periodic meetings with supervisors of different working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&P Details, Work Procedure, PPE requirements etc.</p> <p>Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job</p>
9.1.2	<p>The contractor shall ensure that proper job specific health check-up is done by medical professional for their employees during initial mobilization and thereafter if there is any change of job.</p>
9.1.3	<p>Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :-</p> <ul style="list-style-type: none"> - HELMET - SAFETY GOGGLES & WELDING FACE SHIELDS - SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT - SAFETY SHOES - EAR PLUG - ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
9.1.5	Arranging ambulance in case of any emergency situation .
9.1.6	Identification of nearest hospital and health check-up of workmen/employees
9.1.7	Providing filtered drinking water at work place in cool container.
9.1.8	Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
9.1.9	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
9.1.15	High/ Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
9.1.17	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used.
9.1.18	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.
9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
9.1.20	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.1.21	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.
9.1.22	It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.
9.1.23	The contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Contractor is required to provide proper safety net systems where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
9.1.25	<p>All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire.</p> <ul style="list-style-type: none"> ■ OCP for safe handling of chemicals ■ OCP for Electrical safety ■ OCP for energy conservation ■ OCP for safe welding and gas cutting operation ■ OCP for fire safety ■ OCP for safety in use of hand tools ■ OCP for first aid ■ OCP for food safety at canteen ■ OCP for safety in use of cranes ■ OCP for storage and handing of gas cylinders

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

■	OCP for manual arc welding
■	OCP for safe use of helmets
■	OCP for good house keeping
■	OCP for working at height
■	OCP for safe excavation
■	OCP for safe filling of Hydrogen in cylinder
■	OCP for illumination
■	OCP for handling and erection of heavy metals
■	OCP for safe acid cleaning
■	OCP for safe alkali boil out
■	OCP for safe oil flushing
■	OCP for steam blowing
■	OCP for safe working in confined area
■	OCP for safe operation of passenger lift, material hoists & cages
■	OCP for Vehicle maintenance
■	OCP for safe radiography
■	OCP for waste disposal
■	OCP for working at night
■	OCP for blasting
■	OCP for DG Set
■	OCP for handling & storage of mineral wool
■	OCP for drilling, reaming and grinding(machining) etc.
■	OCP for hydraulic test
■	OCP for spray insulation
■	OCP for trial run of rotary equipment
■	OCP for stress relieving
■	OCP for material preservation
■	OCP for cable laying/tray work
■	OCP for electrical maintenance
■	OCP for transformer charging
■	OCP for safe handling of battery system
■	OCP for computer operation
■	OCP for storage in open yard
■	OCP for sanitary maintenance
■	OCP for batching
■	OCP for piling rig operation
■	OCP for gas distribution test

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	<ul style="list-style-type: none"> ■ OCP for cleaning of hotwell / deaerator ■ OCP for electro-resistance heating ■ OCP for compressor operation ■ OCP for O&M of control of AC plant & system ■ OCP for air compressor ■ OCP for passivation ■ OCP for Safe EDTA Cleaning ■ OCP for Safe Chemical cleaning of Pre boiler system ■ OCP for Safe Boiler Light up ■ OCP for Safe Rolling and Synchronisation ■ OCP for Safe Loading of Unit
9.2	<p>SAFETY AND CLEANLINESS :</p> <p>The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a “Safety Plan” to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.</p>
9.3	<p>If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.</p>
9.4	<p>During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.</p>
9.5	<p>Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.</p>
9.6	<p>Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	rigging equipment will be removed from service.
9.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
9.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
9.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining the same.
9.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.
9.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
9.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
9.12.1	Safety Helmets conforming to IS-2965 : 1984
9.12.2	Safety Belts conforming to IS-3521:1983
9.12.3	Safety Shoes conforming to IS-1989 : 1978
9.12.4	Eye and face protection devices conforming to IS – 8620 : 1977 & IS – 8950 : 1978.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.12.5	Hand and body protection devices conforming to IS – 2575 : 1975 and IS – 6994 : 1973, IS – 8907 : 1970 & 8619 : 1977
9.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
9.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
9.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
9.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
9.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	equipment, tools & tackle shall be periodically done by the contractor. Defective equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
9.19	The contractor shall provide necessary first aid facilities for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
9.20	All the contractor’s supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
9.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the “codes for fire safety at construction site” issued by safety coordinator of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others.
9.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, panting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
9.23	The contractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
9.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.25	In case of any delay in completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
9.26	Valve protection caps shall be kept in place and secured.
9.27	The contractor shall be responsible for the safe storage and handling of his radio-active sources as per BARC rules and regulations.
9.28	Tarpaulin being inflammable should not be used (instead, only non infusible covering materials shall be used) as protective cover while preheating, welding, stress relieving etc. at site.
9.29	If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
9.30	If the contractor succeeds in carrying out its job in time with out any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the contractor suitably for the performance.
9.31	The contractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.
9.32	The contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the contractor. All electrical appliances used in the work shall be in good working condition and shall be properly earthed. No maintenance work shall be carried out on live equipment. The contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations.
9.33	The contractor shall arrange adequate number of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.34	In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
9.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer.
9.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
9.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ horizontal and 1 vertical.
9.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from savor, from swaying, from the building or structure.
9.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
9.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
9.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least ¼” for each additional foot of length.
9.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
9.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
9.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
9.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
9.47	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
9.48	Before any demolition work is commenced and also during the process of the

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	work the following shall be ensured:
9.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
9.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
9.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
9.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
9.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
9.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
9.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
9.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
9.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
9.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
9.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
9.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
9.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
9.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
9.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable. inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.
9.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

9.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.															
9.56	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.															
9.57	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.															
9.58	Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.															
9.59	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.															
9.60	<p><u>NON COMPLIANCE:-</u> NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <u>for every instance of violation noticed:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SN</th> <th style="text-align: center;">Violation of Safety Norms</th> <th style="text-align: center;">Fine (in Rs)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">01</td> <td>Not Wearing Safety Helmet</td> <td style="text-align: center;">50/-</td> </tr> <tr> <td style="text-align: center;">02.</td> <td>Not wearing Safety Belt</td> <td style="text-align: center;">100/-</td> </tr> <tr> <td style="text-align: center;">03.</td> <td>Grinding Without Goggles</td> <td style="text-align: center;">50/-</td> </tr> <tr> <td style="text-align: center;">04.</td> <td>Not using 24 V Supply For Internal Work</td> <td style="text-align: center;">500/-</td> </tr> </tbody> </table>	SN	Violation of Safety Norms	Fine (in Rs)	01	Not Wearing Safety Helmet	50/-	02.	Not wearing Safety Belt	100/-	03.	Grinding Without Goggles	50/-	04.	Not using 24 V Supply For Internal Work	500/-
SN	Violation of Safety Norms	Fine (in Rs)														
01	Not Wearing Safety Helmet	50/-														
02.	Not wearing Safety Belt	100/-														
03.	Grinding Without Goggles	50/-														
04.	Not using 24 V Supply For Internal Work	500/-														

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	05.	Electrical Plugs Not used for hand Machine	100/-
	06.	Not Slinging property	200/-
	07.	Using Damaged Sling	200/-
	08.	Lifting Cylinders Without Cage	500/-
	09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
	10.	Not Removing Small Scrap From Platforms	200/-
	11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
	12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
	13.	Improper Earthing Of Electrical T&P	500/-
	14.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
	15.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/ - per victim
	<p>Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.</p>		
9.61	<p>CITATION:-If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job</p>		
9.62	<p><u>MEMORANDUM OF UNDERSTANDING</u> After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><u>Memorandum of Understanding</u></p> <p>➤ BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy).</p> <p>➤ M/s _____ do hereby also commit to the same</p>		

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-IX:HSE & OHSAS

	<p>EHS Policy while executing the Contract Number _____</p> <ul style="list-style-type: none">➤ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.➤ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days. <p>Signed by authorized representative of M/s -----</p> <p>Name :</p> <p>Place & Date:</p>
--	---

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-X: RA Bill Payments

10.0	RA Bill Payments
10.1	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
10.5	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects 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.
10.6	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
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XI : Performance Monitoring

11.0	Performance Monitoring										
11.1	Performance of the contractor is monitored through various reports/reviews and shall be jointly evaluated every quarter as per prescribed formats. Based on the net weighted score obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'										
11.2	Annual performance (Financial Year wise) and Over all Performance (for the Contract) shall be based on the averages of Quarterly net weighted scores.										
11.3	<p>In case Annual/Quarterly performance is found 'Unsatisfactory', BHEL reserves the right to put on hold such Contractors as given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl No</th> <th style="width: 60%;">Performance status</th> <th style="width: 30%;">Type of suspension</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)</td> <td>Hold for a period of six months for similar Work</td> </tr> <tr> <td style="text-align: center;">2</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region</td> <td>Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.</td> </tr> </tbody> </table> <p>Note: If there is any conflict between the "Overall" performance and the latest "Annual" performance, then the 'Overall' performance shall prevail. However, BHEL reserves the right on the decision of 'Hold', in case of consistent 'Annual' improvement notwithstanding the vendors 'Overall' performance being unsatisfactory.</p>		Sl No	Performance status	Type of suspension	1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work	2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.
Sl No	Performance status	Type of suspension									
1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work									
2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.									

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XII: Suspension of Business Dealings

12.0	Suspension of Business dealings
12.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
12.2	Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
12.3	<p>A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) Bidder does not honour his own offer or any of its conditions within the validity period. b) Bidder fails to respond against three consecutive enquires of BHEL. c) After placement of order, Bidder fails to execute a contract. d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence. e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring') f) Bidder works are under strike/ lockout for a long period.
12.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-</p> <ul style="list-style-type: none"> a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics. b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL. c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
12.5	<p>A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest. b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements. c) Bidder is found to be involved in cartel formation

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XII: Suspension of Business Dealings

	<p>d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.</p> <p>e) The Bidder is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.</p> <p>f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</p> <p>g) Bidder is found to have obtained Official Company information/documentation by questionable means.</p> <p>h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</p>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

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)

2010

TABLE OF CONTENTS

1. Chapter-1 : General Instructions to Tenderers

- 1.1. Despatch Instructions
- 1.2. Submission of Tenders
- 1.3. Language
- 1.4. Price Discrepancy
- 1.5. Qualification of Tenderers
- 1.6. Evaluation of Bids
- 1.7. Data to be enclosed
- 1.8. Authorisation and Attestation
- 1.9. Earnest Money Deposit
- 1.10. Security Deposit
- 1.11. Return of Security Deposit
- 1.12. Bank Guarantee
- 1.13. Validity of offer
- 1.14. Execution of Contract Agreement
- 1.15. Rejection of Tender and other Conditions

2. Chapter-2

- 2.1. Definitions
- 2.2. Law Governing Contract and Court Jurisdiction
- 2.3. Issue of Notice
- 2.4. Use of land

- 2.5. Commencement of Work
- 2.6. Measurement of Work and Mode of Payment
- 2.7. Rights of BHEL
- 2.8. Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc
- 2.9. Progress Monitoring, Monthly Review and Performance Evaluation
- 2.10. Time of Completion
- 2.11. Extension of Time for Completion
- 2.12. Over Run Compensation
- 2.13. Interest Bearing Recoverable Advances
- 2.14. Quantity Variation
- 2.15. Extra Works
- 2.16. Supplementary Items
- 2.17. Price Variation Clause
- 2.18. Insurance
- 2.19. Strikes & Lockout
- 2.20. Force Majeure
- 2.21. Arbitration and Reconciliation
- 2.22. Retention Amount
- 2.23. Payments
- 2.24. Performance Guarantee for Workmanship
- 2.25. Closing of Contracts
- 2.26. Reverse Auction
- 2.27. Suspension of Business Dealings
- 2.28. Other Issues
- 2.29. Interpretations/Clarifications and Revisions

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)'".
- 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 India 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**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- 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 Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Northern 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 Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL PSNR 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**

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security

Deposit for satisfactory completion of work, as per the rates given below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

1.10.2 The security Deposit should be furnished before start of the work by the contractor.

1.10.3 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit**

shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL

iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.12 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

1.13 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.

1.14 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.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

1.15.1 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.

1.15.2 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.

1.15.3 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.

1.15.4 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.

1.15.5 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.

- 1.15.6 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.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 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.
- 1.15.9 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.
- 1.15.10 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
- 1.15.11 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-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 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.
x i)	"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.
x ii)	"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.
x iii)	"PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
x iv)	"EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
x v)	"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.
x vi)	"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
x vii)	"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.
x viii)	"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.
x ix)	"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.
x x)	"MONTH" shall mean calendar month unless otherwise specified in the Tender.
x xi)	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.
x xii)	"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 style="text-align: center;">LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</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 style="text-align: center;">ISSUE OF NOTICE</p> <p>2.3.1 <u>Service of notice on contractor</u> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to 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 <u>Service of notice on BHEL</u> 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 style="text-align: center;">USE OF LAND</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/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 of 30% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, 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 15% on all such payments.

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, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. 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 as mutually agreed, shall however be reduced from the final contract value. Final Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule.

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 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- 2.8.4 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer
- 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 Quarterly 'Evaluation of Contractor Performance' shall be assessed as per prescribed formats and shall form the basis for 'Annual/Overall Performance Evaluation' of the Contractor. These shall also be used for Evaluation of Bids for future tenders.

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 EXTENSION OF TIME FOR COMPLETION

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 OVERRUN COMPENSATION

- 2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original contract period subject to the following terms and conditions.
- 2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.
- 2.12.3 The amount of increase payable per month due to rate revisions is subject to a minimum of Rs 1,00,000/- per month and a maximum of Rs 10,00,000/- per month.
- 2.12.4 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned
- 2.12.5 Payment of ORC shall be regulated as follows:
- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
 - ii) 50% of the compensation as per clause 2.12.3 is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
 - iii) 50% of the compensation as per clause 2.12.3, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities
 - iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Manday rate basis
- 2.12.6 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog

attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

2.13 INTEREST BEARING RECOVERABLE ADVANCES

2.13.1 Normally no advance is payable to the contractor. However, advance payment in exceptional circumstances shall be interest bearing and secured through an equivalent Bank Guarantee and shall be limited to a maximum of 5% of contract value.

2.13.2 In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against matching Bank Guarantee, for resource augmentation towards expediting work for project implementation.

2.13.3 Payment and recovery of Interest Bearing Recoverable advance shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.

2.13.4 The rate of interest applicable for the above advances shall be the prime lending rate of State Bank of India prevailing at the time of disbursement of the advance + 2%, and such rate will remain fixed till the total advance amount is recovered

2.13.5 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 80% of contract value.

2.13.6 Recovery rate per month shall be the sum of:

- a. 10% of Running Bill amount
- b. Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts

2.13.7 Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration or the balance contract period which ever is later. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount and the remaining recovery period.

2.13.8 BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement

2.14 QUANTITY VARIATION

2.14.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Plus (+) or Minus (-) 15% of awarded contract value

2.14.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:

- i) In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value.
- ii) In case the finally executed contract value increases above the upper limit of Contract Value due to quantity variation specified above, there will be no revision in the rates within the contract period.

2.15 **EXTRA WORKS**

- 2.15.1 All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.
- 2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.
- 2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.
- 2.15.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same
- 2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/modification/fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 60/- per man hour.

- 2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.
- 2.15.7 **Extra Works for Civil Packages** shall be regulated as follows
- i) **Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:**
 - a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.
 - b) As per CPWD-DSR-2007 (or latest edition) with applicable escalation derived from All India Consumer price Index for Whole Sale Commodities, OR, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed, whichever is less

- c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.
ii) PVC and ORC will not applicable be for (i) above.

2.16 SUPPLEMENTARY ITEMS

2.16.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

- i) Based on percentage breakup/rates indicated for similar/nearby items
ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work

2.16.2 For Civil Works

- i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

- a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities
b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7

- ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14
iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.
iv) PVC and ORC will not be applicable for (i) above.

2.17 PRICE VARIATION COMPENSATION

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, ELECTRODE, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable

2.17.2 85% component of Contract Value shall be permitted to be adjusted for variation in various relevant indices during execution of work. The remaining 15% shall be treated as fixed component

2.17.3 The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO.	CATEGORY	BASE INDEX	COMPONENT ('K')				
			CIVIL PACKAGES (See Note A/B/C)			MECHANICAL PACKAGES	LABOUR ORIENTED PACKAGES (See Note D)
			A	B**	C		
i)	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in)	40	25	30	65	80

ii)	HIGH SPEED DIESEL OIL	Name of Commodity : HIGH SPEED DIESEL. Type : INDIVIDUAL COMMODITY (See Note F)	5	3	5	5	5
iii)	ELECTRODE	Name of Commodity : WELDING RODS Type: INDIVIDUAL COMMODITY (See Note F)				15	
iv)	CEMENT	Name of Commodity : GREY CEMENT Type: INDIVIDUAL COMMODITY (See Note F)		20	30		
v)	STRUCTURAL AND REINFORCEMENT STEEL	Name of Commodity : a1. IRON & SEMIS Type: GROUP ITEM (See Note F)		25			
vi)	MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Type: GROUP ITEM (See Note F)	40	12	20		

Note: A) Cement & Steel : Free Issue (BHEL Scope)

B) Cement & Steel : In Contractor Scope {** : unless otherwise specified in Special Conditions of Contract (SCC) }

C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

D) Predominantly 'Labour Oriented' packages include Material Handling & Management, Insulation, Painting, Electrical and CI or a combination thereof, which are separately tendered and awarded

E) For Composite packages (i.e. Civil+Mechanical+Electrical/CI or Civil+Mechanical or Mechanical+Electrical/CI), the components for various categories shall be as per respective packages

F) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website : www.eaindustry.nic.in)

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula without any initial absorption, in respect of the identified components viz LABOUR, HIGH SPEED DIESEL, ELECTRODE, CEMENT, STEEL, MATERIALS

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, Electrode, High Speed Diesel Oil, Cement, Steel and Materials

K = Percentage component applicable for Labour, Electrode, High Speed Diesel Oil, Cement, Steel and Materials

R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

XN = Revised Index No for Labour, Electrode, High Speed Diesel Oil, Cement, Steel and Materials for the billing month under consideration

Xo = Index no for Labour, Electrode, High Speed Diesel Oil, Cement, Steel and Materials as on the Base date.

2.17.5 Base date shall be calendar month of the latest date of submission of Tender.

2.17.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works executed on manday rates basis.

2.17.7 The contractor shall furnish necessary monthly bulletins for the necessary indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be

paid/recovered on getting the final values.

- 2.17.9 PVC shall be applicable for the entire original contract period plus the extended period. However the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows:
- iii) For the portion of backlog attributable to the contractor, the PVC will be based on the average of the indices for the period of the original contract period.
 - iv) For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period.
 - v) For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months
 - vi) The total amount of PVC shall be limited to 20% of executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items, Extra works executed on manday rates basis.

2.18 INSURANCE

- 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

2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance.

2.22.2 Refund of Retention Amount shall be as follows.

- i) 50% of retention amount along with 'Final Bill'
- ii) Balance 50% of retention amount shall be retained towards 'Performance Guarantee for Workmanship' and shall become refundable after expiry of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/BHEL Construction Manager, and after deducting all expenses/other amounts due to BHEL under the contract/other contracts entered into by BHEL with them. Bank Guarantees are not acceptable towards this portion of retention

2.23 PAYMENTS

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

2.23.1 Running Account Bills (RA Bills)

- iii) 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).
- iv) 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
- v) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract
- vi) 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.
- vii) 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.

- iii) 'No Claim Certificate' by contractor
- iv) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- v) 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
2.24.1	Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of commencement of guarantee period as defined in Special Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the Guarantee money.
2.24.2	BHEL shall release the guarantee money subject to the following i) Contractor has submitted 'Final Bill' ii) Guarantee period as per contract has expired iii) Contractor has furnished 'No Claim Certificate' in specified format iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.
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 General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special 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 00
6th JULY
2010

FORMS & PROCEDURES

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

BHARAT HEAVY ELECTRICALS LIMITED



FORMS & PROCEDURES

INDEX

SN	Description	Form No	No. of Pages
1.0	Forms		
1.1	Offer forwarding Letter/Submission of Tender	F-1 (Rev 00)	01
1.2	Declaration by Authorised Signatory	F-2 (Rev 00)	01
1.3	No Deviation Certificate	F-3 (Rev 00)	01
1.4	Declaration confirming knowledge about Site Conditions	F-4 (Rev 00)	01
1.5	Declaration for relation in BHEL	F-5 (Rev 00)	01
1.6	Non Disclosure Certificate	F-6 (Rev 00)	01
1.7	Bank Account Details for E-Payment	F-7 (Rev 00)	01
1.8	Form for seeking clarifications	F-8 (Rev 00)	01
1.9	Capacity Evaluation of Bidder for current Tender	F-9 (Rev 00)	01
1.10	Contract Agreement	F-10 (Rev 00)	04
1.11	Bank Guarantee for Security Deposit	F-11 (Rev 00)	02
1.12	Bank Guarantee for Interest Bearing Refundable Advance	F-12 (Rev 00)	03
1.13	Extension of Validity of Bank Guarantee	F-13 (Rev 00)	01
1.14	Monthly Plan & Review with Contractors	F-14 (Rev 00)	04
1.15	Guidelines for Evaluation of Contractor Performance	F-15 (Rev 00)	##
1.16	Evaluation of Contractor Performance (Quarterly)	F-16 (Rev 00)	04
1.17	Evaluation of Contractor Performance (Annual)	F-17 (Rev 00)	01
1.18	Evaluation of Contractor Performance for the Contract (Overall)	F-18 (Rev 00)	01
1.19	Milestone Completion Certificate	F-19 (Rev 00)	01

FORMS & PROCEDURES

SN	Description	Form No	No. of Pages
1.20	Completion Certificate	F-20 (Rev 00)	01
1.21	Indemnity Bond	F-21 (Rev 00)	02
1.22	Consortium Agreement	F-22 (Rev 00)	03
1.23	Refund of Security Deposit	F-23 (Rev 00)	01
1.24	Refund of Guarantee Money	F-24 (WAM-11)	02
1.25	Power of Attorney for Submission of Tender/Signing Contract Agreement	F-25 (Rev 00)	01
1.26	Analysis of Unit Rates Quoted	F-26 (Rev 00)	01
1.27	RA Bill Format	WAM-6	09
1.28	Final Bill Submission format with No Claim Certificate and No Demand Certificate	WAM-7	12
1.29			
1.30			
2.0	Procedures		
2.1	Procedure and Business Rules for Reverse Auction	As per Company Policy	
2.2	Integrity Pact	As per Company Policy	
3.0	Customer specific procedures		
3.1			

: 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 & 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.

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL PS-NR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....
who are submitting offer for providing services to BHEL PS-NR against
Tender Specification No: _____,
hereby undertake to comply with the following in line with Information
Security Policy of BHEL PS-NR, NOIDA

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS-NR.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

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 MICR 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 & 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 & 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 COMPLETED	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 & Seal of Bidder

CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – Northern Region
NOIDA (UP)
INDIA

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

Form No: F-10 (Rev 00)

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 BHEL, Power Sector Northern Region, Sector-16-A, NOIDA -201301(UP) 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 in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

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

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

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

(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. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
 - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
 - PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai
3. 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.
4. 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 BHEL, POWER SECTOR, Northern Region, Sector-16 A, NOIDA-201301 (UP) 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

- (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 forbear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor or 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

- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at New Delhi/Delhi 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. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida-201301 (Uttar Pradesh)
 - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
 - PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai
3. 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.
4. 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 ofMonths/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- NR

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- NR

**MONTHLY PLAN & REVIEW WITH
CONTRACTOR**

Page 2 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-1 REVIEW OF DEPLOYMENT OF MAJOR T&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- NR

**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- NR

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)



QUARTERLY EVALUATION OF OF CONTRACTOR PERFORMANCE

Page No 1 Of 4

NOTE: This evaluation should be done **EVERY QUARTER** * by the respective Regions for all Contracts under executions

* : March, June, September & December of every year

A	GENERAL	
1	Reporting Period	Quarter ending : Year :
2	Name of Site	
3	Name of Contractor	
4	Contract Number/LOI Number & Date	
5	Name of Work	
6	Contract Start Date	
	I. As per Contract	
	II. Actual Date of Start	
7	Completion Status (as on date)	
	I. Physical completion in %age	
	II. Running Bill amount paid in %age of Contract Value	
8	Scheduled Completion Time	
9	Actual Date of Completion	
10	Awarded Contract Value	
11	Final contract Value	
BHEL		Contractor
(Signature with Name, Designation & date)		(Signature with Name, Designation & date)



QUARTERLY EVALUATION OF CONTRACTOR PERFORMANCE

Page No 2 Of 4

		MAX SCORE	SCORE OBTAINED
1.0 QUALITY			
1.1	Amenability to Quality System	5	
1.2	Adherence to Quality Standards	5	
1.3	Preventing recurrence of Defects/Complaints	5	
1.4	Finishing and aesthetics	5	
1.5	Housekeeping	5	
1.6	Rating of Quality Officer for Quality Control of Job	5	
2.0 DELIVERY			
2.1	Achievements vis a vis Requirements/Commitments	5	
2.2	Timely Depoyment of Manpower	5	
2.3	Timely Depoyment of T&Ps and MMEs	5	
2.4	Timely arrangement of Consumables	5	
3.0 MANPOWER			
3.1	Experience and Job knowledge of Supervisory personnel	5	
3.2	Aptitude of supervisory Personnel (w.r.t. Attitude, Initiative, Leadership, Cooperativeness, etc.)	5	
3.3	Adequacy of Manpower (Work Force) deployed	5	
3.4	Competence of Manpower (Work Force) deployed	5	
4.0 T&P, IMTEs & CONSUMABLES			
4.1	Adequacy of T&P & MMEs as per Site requirement	5	
4.2	Condition of T&P & MMEs	5	
4.3	Ensuring Fitness & Calibration of T&P & MMEs	5	
4.4	Adequacy of Consumables as per Site requirement	5	
5.0 SITE INFRASTRUCTURE AND SERVICE			
5.1	Site Organization vis a vis Commitment	5	
5.2	Readiness to rectify Defects	5	
5.3	Providing support Documents and Records	5	
5.4	Speed of responce	5	
5.5	Cooperativeness in Delivering and Implementing Improvement Measures	5	
5.6	Approachability of Top Management during critical requirements and its cooperation	5	



QUARTERLY EVALUATION OF CONTRACTOR PERFORMANCE

Page No 3 Of 4

6.0 SITE FINANCE

6.1	Regularity in Payment to Staff and Workers	5	
6.2	Financing Site Operation	5	

7.0 HSE (Health Safety & Environment) & SA (Social Accountability)

7.1	Health & Safety Awareness among Employess	5	
7.2	Rating of Safety Supervisor on HSE Aspects		
7.2.1	Experience and Job knowledge of Safety Supervisor	5	
7.2.2	Rating of safety Supervisor for controlling Safety at Site	5	
7.3	Quality & Usage of Safety gadgets		
7.3.1	Personal Protective Equipments (PPE)	5	
7.3.2	Use of Safety Equipments & Safety in Equipments (Safety Net, Toeguard, Proper earthing, Fire-fighting Equipments etc.)	5	
7.4	Use of Safety Posters	5	
7.5	Compliance to Social Accountablity Norms	5	
7.6	Rating based on feed back of HSE & SA Audits	5	

8.0 OTHERS

8.1	Concern for Employees Welfare and Health (like First Aid)	5	
8.2	Compliance to Statutory Requirements, State and Local Laws/Regulations	5	
8.3	Tendency of taking undue advantage by interpreting Contract Clauses in their favour (Score 5 for no tendency)	5	
8.4	Understanding of Contract (Scope & Contract Clauses)	5	
8.5	Planning of Work Activities(Monthly/Weekly/Daily)	5	
8.6	Submission of Monthly/Weekly/daily Report	5	

BHEL
(Signature with Name, Designation & date)

Contractor
(Signature with Name, Designation & date)



QUARTERLY EVALUATION OF CONTRACTOR PERFORMANCE

SI No	Category	Max Score	Score obtained	Weightage factor	Weighted Score
1	Quality	30		0.4	
2	Delivery	20		0.75	
3	Manpower	20		0.6	
4	T&Ps, MMEs & Consumables	20		0.75	
5	Site Infrastructure & Service	30		0.4	
6	Site Finance	10		1.1	
7	HSE & SA	40		0.35	
8	Others	30		0.3	
9	Total Weighted Score				
10	Any detail which Construction Manager wants to share with Management				
11	<u>Less</u> Score for Accidents attributable to Contractor during the Reporting Period (Major at@3 Minor@1)				
a	Major Accidents-----Fatal,Permanent Disability, Major Damage to Equipment.				(-)
b	Minor Accidents ----- All others				(-)
12	Net Weighted Score (OUT OF 100):				
Overall Performance Evaluation :			Good / Satisfactory / Unsatisfactory		
Net Weighted Score					
80% and Above			- Good		
Between 60% To 80%			-Satisfactory		
60% and Below			-Unsatisfactory		
Dated:			Section Head/ Site Engineer		
Specific Recommendation of Construction Manager:					
			Construction Manager		
FOR SUB CONTRACT DEPTT.					
Dated			Head (S/C)		
GM/SCP					

Note: This summary evaluation sheet is to be sent to Contractor after every Evaluation



**ANNUAL EVALUATION OF CONTRACTOR
PERFORMANCE**
(EVALUATED FINANCIAL YEAR WISE AT HQ)

Page 1 of 1

1. **Contract No.:**
2. **Contractor:**
3. **Name of Site :**
4. **Reporting Period (Financial Year):**

Sl No	QUARTER	Net Weighted score
1	Quarter-I	
2	Quarter-II	
3	Quarter-III	
4	Quarter-IV	
5	Total for the 4 Quarters	
6	Average for the Year (Financial Year)	
7	Annual Evaluation of Contractor Performance (based on net weighted score)	<ul style="list-style-type: none"> ➤ 80% and above : Good ➤ Between 60% to 80% : Satisfactory ➤ 60% and below : Unsatisfactory

Comments if any:

Head/Subcontracts

Date:

General Manager/SCP



**OVERALL PERFORMANCE OF CONTRACTOR FOR THE
CONTRACT**
(EVALUATED CONTRACT WISE AT HQ)

Page 1 of 1

1. Contract No.:

2. Contractor:

3. Name of Site :

4. Reporting period (From : _____ To : _____)

SI No	FINANCIAL YEAR	QUARTER	Net Weighted score
1		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
2		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
3		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
4		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
5		Total for all the quarters	
6		Average for the all the Quarters (Contract Period)	
7		Overall Performance for the Contract (based on net weighted score)	➤ 80% and above : Good ➤ Between 60% to 80%: Satisfactory ➤ 60% and below : Unsatisfactory

Comments if any:**Head/Subcontracts****Date:****General Manager/SCP**

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

SI 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	FINAL EXECUTED VALUE	
8	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 <xxxxxxxxxx> 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-Northern Region, Sector-16-A, NOIDA-201301, Uttar Pradesh State (India). (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 xxxxxxxxxxxxxxxxxxxx

Witness:

- 1
- 2

TIE-UP/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:

TIE-UP/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.

TIE-UP 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.

TIE-UP/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 (FIRST PARTY)
2. OFFICIAL ADDRESS

WITNESS For
1. NAME (SECOND PARTY)
2. OFFICIAL ADDRESS

[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, NORTHERN 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, NORTHERN 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, Northern Region, NOIDA-201301 (UP), 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 & 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		
	TOTAL	100%	

Yours faithfully,

(Signature, Date & 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 previously measured**			Item No of	Description of Work	Quantity as per agree- ment	Quantity executed up to date	Rate	Unit	Payment on the basis of actual measure- ment up to date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total	since last	Total										
As per	running	up to										
Running	account	date										
Account	bill											
bill												
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
---	---	---	---	---	---	---	---	---	----	----	----	----

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 byat 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 NoDated.....

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	8	9	10	11	12
							Rs. P.	Rs. P.	Rs. P.	Rs. P.	

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 NoDated.....

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			16

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

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 for19

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

Credit
(Deduction)
Rs

Ledger Head

Debit
(Gross Amount)
Rs P

Total

Assistant Accountant Accounts officer

Date: Date: Date:

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..... Datedand 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..... Datedand 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											