

TENDER SPECIFICATION

[TENDER NO. BHEL/ NR/SCT/ MSIL-MANE/EW/ 795](#)

FOR

“Construction & Development of Closed Storage Shed & Open Storage Yard at 20 MW GT + 75 TPH HRSG, 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)
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[TENDER NO. BHEL/ NR/SCT/ MSIL-MANE/EW/ 795](#)

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	BHEL/ NR/SCT/ MSIL-MANE/EW/ 795
ii	Broad Scope of job	Construction & Development of Closed Storage Shed & Open Storage Yard at 20 MW GT + 75 TPH HRSG, 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> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	<ol style="list-style-type: none"> 1. <u>Sale from BHEL PS Regional office at :</u> Start : 20/05/2011 , Time: 10:00 Hrs. Closes: 09/06/2011 , Time : 12:00 Hrs. 2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date : 09/06/2011 , Time : 15:00 Hrs.</i> <i>Place : Noida</i> Applicable
vi	OPENING OF TENDER	<i>1/2 hour after the latest due date and time of Offer submission</i> <i>Notes:</i> <i>(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.</i> <i>(2) Bidder may depute representative to witness the opening of tender</i> Applicable

vii	EMD AMOUNT	Rs 1,50,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 04.06.2011 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
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, 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		
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : BHEL/ NR/SCT/ MSIL-MANE/EW/ 795 NAME OF WORK : Construction & Development of Closed Storage Shed & Open Storage Yard PROJECT: 20 MW GT + 75 TPH HRSG, MSIL Manesar, Gurgaon</p> <p>DUE DATE OF SUBMISSION: <i>09/06/2011, Time : 15:00 Hrs.</i></p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>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.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
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 : Technical 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		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : BHEL/ NR/SCT/ MSIL-MANE/EW/ 795</p>	

	<p>NAME OF WORK : Construction & Development of Closed Storage Shed & Open Storage Yard PROJECT: 20 MW GT + 75 TPH HRSG, MSIL Manesar, Gurgaon DUE DATE OF SUBMISSION: <i>09/06/2011, Time : 15:00 Hrs.</i></p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>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</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : BHEL/ NR/SCT/ MSIL-MANE/EW/ 795 NAME OF WORK : Construction & Development of Closed Storage Shed & Open Storage Yard PROJECT: 20 MW GT + 75 TPH HRSG, MSIL Manesar, Gurgaon DUE DATE OF SUBMISSION: <i>09/06/2011 , Time : 15:00 Hrs.</i></p> <p>CONTAINING THE FOLLOWING</p>	
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	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO : BHEL/ NR/SCT/ MSIL-MANE/EW/ 795 NAME OF WORK : Construction & Development of Closed Storage Shed & Open Storage Yard PROJECT: 20 MW GT + 75 TPH HRSG, MSIL Manesar, Gurgaon DUE DATE OF SUBMISSION: <i>09/06/2011, Time : 15:00 Hrs.</i></p> <p>CONTAINING THE FOLLOWING:</p>	
i	<ul style="list-style-type: none"> o Envelopes I o Envelopes II o Envelopes III 	

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

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 " $X_1, X_2, X_3, \dots, X_n$ " 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 Auxilliaries) 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:
- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - Notice Inviting Tender (NIT)
 - Price Bid
 - 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

Sr. DGM/(SCT)

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List .
- 03. RA- General Terms & condition
- 04. Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Construction & Development of Closed Storage Shed & Open Storage Yard at 20 MW GT + 75 TPH HRSG, MSIL Manesar, Gurgaon, Haryana
TENDER NO.	BHEL/ NR/SCT/ MSIL-MANE/EW/ 795

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)		
C	<p>Technical Bidder who wish to participate should have executed during the last seven years, ending on last date of submission of bid:</p> <p>i) One single work of similar nature of at least Rs. 54.40 lacs or more.</p> <p style="text-align: center;">‘OR’</p> <p>ii) Two works of similar nature of at least Rs. 34 lacs each or more.</p> <p style="text-align: center;">‘OR’</p> <p>iii) Three works of similar nature of at least Rs. 27.20 lacs each or more.</p>		
D 1	<p>Financial TURNOVER Tenderer should have an average turnover of minimum of Rs 21 Lakhs (Rs. Twenty one lac) based on the audited accounts of last three Financial Years (2007-08, 2008 2009, 2009-2010). Bidder shall submit audited annual accounts(Balance sheet and Profit & loss account) in support of this.</p>		
2	<p>NETWORTH Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘D1’ above should be positive</p>	Not Applicable	
3	<p>PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in ‘D1’ above above based on latest Audited Accounts.</p>	Not Applicable	
E	<p>Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.</p>	Not Applicable	

F	Consortium criteria (if applicable)	Not Applicable	
	<p>Explanatory Notes for QR 'C'</p> <p>(a) If the qualifying work is completed in the seven (7) year period specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.</p> <p>(b) The word "executed" means, tenderer should have achieved the specified financial progress even if the total contract is not completed/closed."</p> <p>(c) The word "work of similar nature" means civil works involving RCC/masonry/Structural Steel works of minimum single storey Building/Shed.</p>		

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: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		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 annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)



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: 0091-0120-2416444/ 2416251 / 2416279

Fax 091-0120-2515464 / 2515467

Email: sca@bhel.com / vkq@bhel.com

TENDER NOTICE

LAST DATE OF SALE : 09.06.2011(12:00 Hrs.)
DUE DATE OF SUBMISSION : 09.06.2011 (15:00 Hrs.)

NIT NO. / NAME OF WORK

TENDER NO. BHEL/ NR/SCT/ MSIL-MANE/EW/ 795

Sealed tenders are invited from the contractors fulfilling qualifying requirements given in the detailed tender specifications for the work of “Construction & Development of Closed Storage Shed & Open Storage Yard at 20 MW GT + 75 TPH HRSG, MSIL Manesar, Gurgaon, Haryana”

NOTES

1. Please visit our website at www.bhel.com for complete details of the tender.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted on above web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

Sr. DGM/SCP

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item / system with detailed scope of supply as per our 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 vender 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	

Rev 00
6th JULY
2010

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I) CONTENTS

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TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

PROJECT SYNOPSIS

20 MW GT + 75 TPH HRSG MSIL Manesar, Gurgaon, Haryana

1. Name of the Owner : Maruti Suzuki India Limited (MSIL)
2. Address : MSIL , Manesar, Gurgaon,Haryana
3. Installed capacity : EXTENSION
4. New Installation : 20 MW GT + 75 TPH HRSG MSIL Manesar
5. Nearest Railway station : Gurgaon
6. Nearest City : Gurgaon
7. Nearest Airport : New Delhi

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

2.0 GENERAL SCOPE OF WORK

The tender specification covers the construction of all works for “**Construction & Development of Closed Storage Shed & Open Storage Yard at 20 MW GT + 75 TPH HRSG MSIL Manesar, Gurgaon, Haryana**”. Work under this tender includes supply & erection of steel trusses, columns etc, AC sheet & Permanently colour coated GS sheet roofing, steel / wooden door, WBM roads, plumbing, sewage, electrical works etc. including supply of all materials, labour, consumables, transportation, sample testing etc.

The scope of work shall generally include but not limited to the construction of the following. The contractor is required to carry out all the items indicated in the BOQ cum rate schedule.

- Earth work including excavation, filling, compaction, leveling and grading
- Plain & Reinforced cement concrete and Masonry(Full and half brick work)
- Structural & reinforcement steel work, AC/GS sheet roofing/side cladding & partition work
- Scaffolding & Formwork
- Finishing work including plastering, doors/windows, flooring, painting etc.
- Electrification of Building by providing Incoming cable, Main Distribution Board, Wiring for all installation Light fixtures, power sockets, Exhaust fans Etc
- Drainage(open and covered)
- MS gates for Entrance/Exit
- Barbed Wire fencing, WBM, Stone Soling.
- Road work, Culverts, Security Cabins, etc

The scope of work has to be completed in all manners to meet the functional requirement by covering **all the left out allied works or incidental works or works implied and considered necessary** to complete the work as a whole.

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

2.1 DETAILED SCOPE OF WORK

A. CLOSED STORE

The store sheds shall be developed on land given by BHEL having the built up area of Approx. 600 Sqm .

Closed Shed (40x15 mtr) - 1 no.

The Store area shall be cleared of all vegetation, scrap and debris. The stores shall be made of ISMB/Pipe columns, tubular/angles truss, purlins, side ties, bottom ties, wind ties of minimum 25mm x 5mm over the roof sheets along the purlins, as specified(drawings attached for reference).**The working/shop drgs for Steel structures, trusses, etc shall be got approved before start of work.**

The columns are erected with holding down foundation bolts in the RCC 1:1.5:3 (using 20 mm size coarse aggregate) foundation of pedestal size 1400mm high 500x400 mm minimum and footing size 1500x1500x300 mm. The footing is to be provided with a reinforcement of 12 mm bars @ 150mm C/C both ways and the pedestal is to be provided with 4 no.16mm & 4 no. 12 mm re bar vertically with a minimum 'L' of 200mm and with 8mm stirrups @ 150 C/C. The foundation is to rest over 100 mm PCC on firm rock / ground as instructed / approved by Engineer-in-charge. **Permanently colour coated profiled GS** sheets shall be provided with polymer coated J or L hooks, 8mm nut bolts for roofing and side cladding with appropriate anchoring, fixing and drainage arrangements. Approved quality Enamel paint shall be used for painting work to MS. The wall above Finished floor level is of brick masonry of 23cm width course, to a height of 2100 mm minimum, in cement mortar 1:6 and plastered with CM 1:5. Below the Finished floor level brick masonry of 23 cm width course, to a depth of 300 mm minimum, in cement mortar 1:6 is to be laid which shall rest on top of 230 x 300 mm plinth beam (5- 12 mm dia bars and stirrups 8 mm @ 200 mm c/c). The base course under plinth beam shall be PCC 100 mm thick and 400 mm wide. The top of the plinth beam shall be at the existing ground level. The finished floor level of the stores shall be atleast 300 mm above existing ground level. The Store flooring consists of raising the Ground level by

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

filling good earth and sand filling and 100 mm PCC over which approved CC flooring is to be laid. Rolling shutters (5.0x5.0 mtrs) complete with all guides, rollers, anchors, etc shall be provided as per BOQ. The inside and outside plastered surface is to be white washed with two coats minimum over a priming coat. Contractor to note no fixtures, specials or any material will be given for any works which are required for the completion of works. Average 275 mm deep and 250 mm wide drains shall be constructed along the plinth protection as per directions of the Engr I/C.

It may be noted by the contractor that certain materials of existing BHEL Store sheds like structural steel, AC/GS sheeting, etc may be directed to be dismantled by cutting, unbolting, dewelding, etc and transported, stacked and reused for the construction of the proposed new shed.

100 mm thk, 1.0 mtrs wide RCC racks/slabs all along store wall shall be provided at 1.0 mtr & 2.0 mtr height from FFL. The slabs shall be rested on half brick masonry every 1.2 mtr span of size 1.0x2.0 mtrs. The brickwork shall be plastered to finish and whitewashed as per specs. in BOQ.

It is proposed to electrify the closed shed as follows:

3 to 4 Nos HPSV flood light fittings with lamps of 250 W with Choke & accessories etc.each to be provided on top of each store shed with 2 mtrs. height rigid GI pole provided with adequate brackets for mounting the flood lights and tie rods duly grouted or welded to permanent structure. Two lights should be provided with independent MCB switch.

The connection to all HPSV fittings is to be provided by 2.5 Sq. mm PVC insulated copper conductor in PVC conduit for fittings mounted on store shed.

Providing 15/5Amps Single phase socket and 20Amps – 3 phase socket as per instructions.

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

Providing common main panel to cater requirement of all total layout, laying incoming cable for the above panel from the outside nearest source, providing feeder panel, lights & sockets requirement etc., laying interconnecting panel between common main panel and feeder main panel, providing MCB distribution board to cater lights, sockets & fans requirement.

Providing earth electrode and earth conductors as per requirement.

The scope of work has to be completed in all the manner to meet the functional requirement by covering all the left out allied work in BOQ thereby to commission the system as a whole.

Complete Electrification along with necessary lighting-fixtures, fans, necessary cables, MCB, ELCB, Main switch, Energy meter, Junction box, switches, switch boards, Plug points etc. are in the contractor's scope so that installation is fully safe & meets local authorities statutory requirement. The necessary covers required for the MCB, energy meter etc., are to be provided by the contractor. Necessary earthing along with earth pit required as per the standards are to be provided by the contractor.

All the material used to be approved by Engineer-in-charge and in case of non-availability of approved make of material, BHEL Engineer-in-charge is authorized to substitute the same.

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

B. STORAGE YARD AND ROADS

The Storage yards and roads shall be developed on land given by BHEL having the built up area of Approx. **10000** Sqm. The yard area shall be leveled, watered and compacted with at least 10 passes of 8-10 T rollers to the entire satisfaction of BHEL.

There shall be one/two no. 6.0 mtr wide 1.5 mtr high entrance/exit gates of MS built up welded tubular and box sections as required and. near the entrance/exit gate there will be 2.7X2.7 mtr security shed. The Gates shall be complete with bottom rails, locking arrangement, etc. as per instructions of the Engineer I/C

Entire storage yard is to be leveled first by making good the undulations , watered, compacted and rolled with road rollers to required slope (1: 300) towards the drains/periphery so that no water-logging is present. The road area, sub-grade shall be prepared after dressing to camber and consolidation with 8-12 T Road rollers, over which 150mm water bound macadam is to be laid with stone aggregate 63 mm to 45 mm, stone screenings, moorum, red bajri, binding earth etc and is to be compacted and rolled with road roller. A levelling /finishing course of 1" consolidated thickness of approved quarry dust/ moorum shall be provided to make the yard ready for material storage. Appropriate approaches shall be to made to Closed and open storage areas from the roads. The internal road of storage yard is to be connected with existing approach road. This is in the contractor's scope. Open and covered PCC/Brick drains as specified / instructed shall be provided and terminated at existing drains for proper and sufficient rainwater drainage.

Contractor to note no machinery, tools & plants, material, manpower shall be provided by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

C. FENCING

Barbed wire fencing work : Pits of size 300x300 and 600 deep shall be excavated for MS angle posts at 3 mtrs c/c. Atleast 1.5 m high **GI barbed wire** fencing with 2.0 m angle iron 50 x 50x 6 mm posts placed every 3 m centre to centre embedded in cement concrete block (1:3:6), every 15th post last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with 8 horizontal lines and two diagonals inter woven with horizontal wires of barbed wire 9.38 Kg per 100 m (min) between the two posts and fixed with GI staples , turn buckles etc. complete shall be provided by the contractor.

D. APPROVED MAKE OF MATERIALS

- | | | | |
|----|-------------------------|---|--|
| 1. | STRUCTURAL/REINF. STEEL | : | SAIL
TATA
RATHI |
| 2. | CEMENT | : | ACC
BIRLA
JAYPEE |
| 3. | ENAMEL PAINTS | : | JOHNSON & NICHOLSON
BERGER
ICI
ASIAN PAINT
NEROLAC |

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

4. GI & MS PIPES : SURYA,
PRAKASH
JINDAL-HISSAR
TATA

5. LT CABLES:

SINGLE CORE COPPER CONDUCTOR

1100 V GRADE PVC/FRLS

CABLES (STANDARD/FLEXIBLE):

- a) PVC INSULATED WIRES : FINOLEX/ BATRA HENLAY/
RALLISON/POLYCAB

- b) FRLS INSULATED WIRES : FINOLEX BATRA HENLAY/
RALLISON/POLYCAB

- c) ARMOURED LT CABLES : NICCO/ BATRA HENLAY/ RALLISON/
PVCAA-IS-1554 (PART-I) POLYCAB
XLPE-IS-7098 (PART-I)

6. ELECTRICAL ACCESSORIES

- a) SWITCHES AND SOCKETS : ANCHOR, MK, LK
(MODULAR TYPE SWITCHES)

7. ELECTRICAL EQUIPMENT:

- a) EXHAUST FANS : ALSTOM / CROMTON/ GC/ Nutech

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter - II : Scope of Works

- | | | | | |
|----|-------------------------------|---|--------------------------------------|---------|
| b) | LIGHT FITTINGS | : | CROMPTON/PHILIPS | /WIPRO. |
| c) | WALL MOUNTING FANS | : | ORIENT/ CROMPTON/ GC/USHA | |
| d) | CFL & FL LAMPS | : | PHILIPS/ OSRAM/WIPRO/BAJAJ | |
| e) | KWH METERS ETC | : | BHEL/ GE/ L&T /HAVELS | |
| f) | MCBs & MCB DBs (10 KA) | : | MDS/ L&T-HAGGER/ HAVELS EURO | |
| g) | EARTH LEAKAGE CIRCUIT BREAKER | : | MDS/ L&T-HAGGER/ HPL/
HAVELS EURO | |

Note: Approval of BHEL engineer is to be obtained before procurement of materials specifies above. The make of material mention if not available in the market or is not suiting the site condition & the make of material not mentioned in the above list, equivalent make may be used after the approval from BHEL engineer.

2.2 The work to be performed under this specification consists of providing labour, supervision, all materials (except those to be issued by BHEL as free issue items), scaffoldings, Construction equipment, tool & plants, supplies, transportation and storage of all items including such items which are not shown or specified but reasonably implied or necessary for successful completion of work including contractor's supervision and in accordance with drawings and specifications.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/BHEL

Sl.No	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		BHEL shall provide free of charge limited open space for office and store as and where made available by its customer
B	Open space for storage	Yes		
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
D	Bidder's all office equipments, office / store / canteen consumables		Yes	
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
F	Fire fighting equipments like buckets, extinguishers etc		Yes	
G	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
A	Open space		Yes	
B	Living accommodation		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/BHEL

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.2.0	ELECTRICITY			
1.2.1	<u>Electricity For construction purposes</u> (to be specified whether chargeable or free)	Yes		Construction power for Civil Works Shall be Provided free of charge at one location and as available from the Customer.
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 and 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 materials and service		Yes	
1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.2.2.4	Living facilities for office use including charges		Yes	
1.2.2.5	Demobilization of the facilities after completion of works		Yes	
1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/BHEL

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.3.0	WATER SUPPLY			
1.3.1	For construction purposes:			
1.3.1.1	Making the water available at single point	Yes		Construction water source Shall be Provided free of charge at a single point and as available from the Customer.
1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.2	<u>Water supply for bidder's office, stores, canteen etc</u>		Yes	
1.3.2.1	Making the water available at single point		Yes	
1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.4.0	LIGHTING			
1.4.1	For construction work (supply of all the necessary materials) 1. At office storage area 2. At the preassembly area 3. At the construction site /area		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/BHEL

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.4.2	For construction work (execution of the lighting work/ arrangements) 1. At office storage area 2. At the preassembly area 3 At the construction site /area		Yes	
1.4.3	Providing the necessary consumables like bulbs, switches, etc during the course of construction		Yes	
1.4.4	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
1.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
1.5.1	Telephone, fax, internet, intranet, e-mail etc		Yes	
1.6.0	COMPRESSED AIR SUPPLY			
1.6.1	Supply of Compressor and all other equipments required for compressor and compressed air system including pipes, valves, storage systems etc		Yes	
1.6.2	Installation of the above system and operation and maintenance of the same		Yes	
1.6.3	Supply of the all the consumables for the above system during the contract period		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/BHEL

SI.No	Description CONSTRUCTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
2.1.0	Engineering works for construction:			
2.1.1	Providing the construction drawings for all the equipments covered under this scope	Yes	Yes	
2.1.2	Drawings for construction methods		Yes	In consultation with BHEL
2.1.3	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site– routing of small bore pipes		YES	"
2.1.4	Shipping lists etc for reference and planning the activities			"
2.1.5	Preparation of site construction schedules and other input requirements		Yes	"
2.1.6	Review of performance and revision of site construction schedules in order to achieve the end dates and other commitments	Yes	Yes	"
2.1.7	Weekly construction schedules based on SI No 2.1.5		Yes	"
2.1.8	Daily construction / work plan based on SI No 2.1.7		Yes	"

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/BHEL

SI.No	Description CONSTRUCTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
2.1.9	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
2.1.10	Preparation of preassembly bay		Yes	
2.1.11	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NA

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV: T&Ps and MMEs to be deployed by Contractor

A. LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR -

INDICATIVE LIST OF T & P TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN
COST

SI. No.	EQUIPMENT	QTY
1	CONCRETE MIXER M/C of SUITABLE CAPACITY	2 NO (minimum)
2	CONCRETE VIBRATORS	2 NO (minimum)
3	JCB, Excavator, Dozer, Jack Hammers with compressor, Equipment for controlled blasting	AS PER WORK REQUIREMENT
4	Trucks/lorries/Tractors/Dumpers	AS PER WORK REQUIREMENT
5	WATER TANKER	AS PER WORK REQUIREMENT
6	DEWATERING PUMP	AS PER WORK REQUIREMENT
7	WINCHES	AS PER WORK REQUIREMENT
8	WELDING MACHINES	AS PER WORK REQUIREMENT
9	ROAD ROLLERS	AS PER WORK REQUIREMENT
11	TRUCK TRAILERS	AS PER WORK REQUIREMENT

NOTES:

- 1 The above list specifies only major T&P (may not be complete to be deployed by the contractor). All additional / other tools and plants including trucks & devices, tackles, machines, measuring instruments etc. in good and safe working conditions which are

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price. **Contractor has to mobilize / maintain adequate numbers of equipments for meeting the Concreting and Structural Fabrication and Erection**

- 2 Other terms and conditions regarding above items please also refer clause NO. 4.2 of SCC for T&P/IMTEs).
- 3 All the tools and plants required for this scope of work, except the Tools & Plants provided by BHEL are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional T & P required to be arranged by the contractor.
- 4 IF ABOVE MENTIONED T&P ARE NOT DEPLOYED IN SPECIFIED TIME BHEL WILL CHARGE TO CONTRACTOR CURRENT MARKET RATE + 30 % OVERHEADS FOR NON AVAILABILITY OF T&P
- 5 If work gets delayed due to non availability of T&P, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV: T&Ps and MMEs to be deployed by Contractor

B: INSPECTION, MEASURING AND TESTING EQUIPMENTS (IMTE's):

INDICATIVE LIST OF IMTEs TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST

SL NO	EQUIPMENT	QTY
1	TOTAL STATION	1 NO
2	AUTO LEVEL	1 NO
3	MEASURING TAPE	AS PER REQUIREMENT

NOTES:

1. The above list specifies only major IMTEs (may not be complete to be deployed by the contractor). Contractor has to set up the field laboratory with facilities required for material & concrete testing. All additional / other IMTEs / measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. Other terms and conditions regarding above items please also refer clause NO. 4.2 of SCC for T&P/IMTEs).
3. All the tools and plants required for this scope of work, except the Tools & Plants provided by BHEL are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional T & P required to be arranged by the contractor.
4. IF ABOVE MENTIONED T&P ARE NOT DEPLOYED IN SPECIFIED TIME BHEL WILL CHARGE TO CONTRACTOR CURRENT MARKET RATE + 30 % OVERHEADS FOR NON AVAILABILITY OF T&P.
5. If work gets delayed due to non availability of T&P, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC

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

NO T&P AND MME's shall be provided by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

TIME SCHEDULE

- 6.1 The contractor is required to commence the work within **15** days from the date of issue of letter of intent unless BHEL decides to fix any other later date. However, the actual date of start of work will be certified by BHEL Engineer after adequate mobilisation of materials, manpower and T&Ps by the contractor.
- 6.2 The entire work, in all respect, under this contract is to be completed progressively within **FOUR MONTHS** from start of work with milestones as below:

CONTRACT TIME PERIOD FOR WORK COMPLETION : FOUR MONTHS

- 6.3 In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by BHEL but in no case over run compensation will be payable.
- 6.4 The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

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.

This project is a fast track project. Customer is making all out efforts to advance the project schedule. No extra payment whatsoever shall be paid on this account.

6.5 **CONSEQUENCE OF DELAY**

It may be noted that in the event delay in completion is attributable to the contractor and leads to imposition of liquidated damages by BHEL's client, BHEL will impose LD on the contractor as per GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7.0 TERMS OF PAYMENT

7.1 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 **The Contractor shall be paid monthly running bill as per Chapter – X of SCC and Clause Nos. 2.22 & 2.23 of GCC.** The format for billing shall be approved by BHEL before raising invoices.

7.3 The contractor on certification of the engineer at site be entitled for payments of his running bills which shall be subject to any deduction/retention specifically under clauses 2.22 of GCC and 10.0 of SCC.

7.3.1 Interest bearing recoverable advance. : Not Applicable
(as per Clause No. 2.13 of GCC)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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)

Civil Works:

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. In case contractor opts for composition, it will be with the prior express consent of BHEL. The VAT Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt

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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. BHEL also reserves the right to demand "Tax Invoice" under the relevant VAT Act, from the Contractor. Where such taxes are required to be paid by the contractor subject to the above, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only.

Works other than Civil Works:

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.

Common to all Works (Both Civil and Other than Civil)

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.

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9.0 MATERIALS

9.1 The contractor shall, at his own expenses (Inclusive of Taxes), provide all materials required for the work.

9.2 All stores and materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the **BHEL** Engineer, furnish proof to the satisfaction of **BHEL** Engineer that the materials so comply.

9.3 **The Contractor shall, at his own expense and without delay, supply to the BHEL Engineer samples of materials proposed to be used in the works. The BHEL Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the BHEL Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.**

9.4 The **BHEL** Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The **BHEL** Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution shall be borne by the Contractor.

9.5 The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any

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alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings / specifications issued after submission of the tender.

- 9.6 The **BHEL** Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.
- 9.7 In addition, the Contractor shall perform / submit at his own cost such tests / samples as may be required by the **BHEL** Engineer out of the materials used by the company except for the costs of materials used in such tests/ samples.
- 9.8 After acceptance of the Contract, if Contractor desires BHEL to supply any other materials, such material may be supplied by BHEL, if available, at rates to be fixed by the **BHEL** Engineer along with prevailing departmental charges (current rate of 30%). BHEL reserve the right not to issue any material. The non issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.

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- 9.9 Material required for the works, whether brought by the Contractor or supplied by BHEL, shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of material shall be the responsibility of the contractor.
- 9.10 BHEL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 9.11 All materials brought to the Site shall become and remain the property of BHEL and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall re-vest in and become the property of the Contractor.

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10.0 EXECUTION OF WORK

10.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender , IS codes, CPWD specifications as applicable. In case of conflict, the decision of the **BHEL** Engineer shall be final & binding.

10.2 The BHEL Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

11.0 SETTING OUT

11.1 All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and bench mark **shall** be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform BHEL well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by BHEL / Customer to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by BHEL / Customer at contractor's expenses.

11.2 The contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever,

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the same may be deemed necessary placed by BHEL / Customer at contractor's expenses.

12.0 SITE DRAINAGE

12.1 All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc. considering the depth of water table at plant site. All such expenditure on de-watering shall be deemed to be included in quoted rates.

13.0 INSPECTION AND STAGE APPROVAL OF THE WORK

13.1 The owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.

13.2 All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer thereon shall be final and conclusive.

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14.0 UNCOVERING AND MAKING GOOD

- 14.1 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.
- 14.2 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the **scope**.

15.0 NUISANCE

- 15.1 The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

16.0 MATERIAL OBTAINED FROM EXCAVATION

- 16.1 Materials of any kind obtained from excavation on the Site shall remain the property of BHEL / its client and shall be disposed of as the Engineer may direct, at no extra cost.

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17.0 TREASURE , TROVE , FOSSILS etc.

17.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of BHEL / BHEL's client and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

18.0 PROTECTION OF WORKS

18.1 Trees designated by the Engineer shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

18.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

18.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

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19.0 PROTECTION OF EMBEDMENTS, BOLTS ETC.

19.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedments etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

20.0 CLEARANCE OF SITE AND REPAIRS.

20.1 Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs. notice. In case, he fails to clear the site, this will be done at his risk & cost by BHEL.

21.0 QUALITY ASSURANCE

21.1 The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of BHEL/ its client. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/ BHEL's quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.

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22.0 COMPLETION OF WORK

- 22.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.
- 22.2 BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.
- 22.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

23.0 METHOD OF MEASUREMENT

- 23.1 Method of measurements if not specified in the tender, shall be as per relevant IS Codes / CPWD codes.**

24.0 The contractor shall comply with following towards Safety and Social Accountability;

- 24.1 Besides provision with regard to SAFETY under Clause 27 of GCC, the contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements **given under section I(a) of GCC of this document**. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the construction work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the

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requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

24.2 The contractor shall appoint dedicated full-time Qualified Safety Officers who shall have full authority to ensure that all necessary safety precautions are observed by the Contractor's employees and sub-contractors. These appointees shall have full responsibility for the safety of all personnel within the contractor's area of the works.

24.3 Some of the common safety rules to be followed during working are as follows :-

- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Availability of qualified & trained Site Engineer at site during all working hours.
- Site Safety training to be imparted to all workers & plan to be made to cover every worker.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- All accident / incidents(Near Miss) to be reported & investigated.(formats & procedure should be finalized)
- Daily Safety Checking by Each Site Engineer along with Safety engineer.
- Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
- Monthly safety meeting with Site In-charges.
- All Safety equipment must be ISI marked & checked by Safety officer before use.
- Tag system for erection & use of scaffoldings.
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Good House keeping. Separate waste bins to be used for flammable & non flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of Safety Supervisors for every 250 workers and part there of at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.

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- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.
- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

24.4 Contractor shall ensure following:

Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency including Ambulance.

- 24.5 The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. **It may be noted that non-compliance to HSE requirements will result in penal action. In case of violations of safety requirements, the Contractor shall be liable for a penalty of Rs. 500/- for the first violation and Rs. 1000/- for the subsequent violations. For serious lapses, as decided by BHEL Engineer, fines upto Rs. 5000/- at a time can be imposed.**

The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.

24.6 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.

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25.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

25.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.

25.2 In case of discrepancies between schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed.

(a) Description in schedule of quantities.

(b) Special conditions

(c) Drawings

(d) Technical Specifications

(e) General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

25.3 Any error in description, quantity in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.

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TENDER NO. BHEL/ NR/SCT/ MSIL-MANE/EW/ 795

a) BILL OF QUANTITIES

SI No	CODE	DESCRIPTION OF ITEM	UNIT	Total Quantity	Rate (Rs)	Amount (Rs)
		(A) CIVIL WORKS				
		EARTHWORK/SITE CLEARANCE/ROADWORK				
1	C1	Clearing jungle including uprooting of rank vegetation, grass, brushwood, trees and saplings of girth upto 30 cm measured at a height of 1 m above ground level and removal of rubbish upto a distance of 200 m outside the periphery of the area cleared.	sqm	10700.00		
2	C2	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m in all kinds of soil.	sqm	10600.00		
3	C3	Earth work in excavation in all types of ordinary and hard soil by mechanical means (Hydraulic excavator)/manual means including stacking the excavated soil, dressing of sides and ramming of bottom, dewatering of accumulated water from any source and keeping the surface dry for subsequent works such as concreting form work etc. and disposal of surplus excavated soil as directed, disposed soil to be neatly levelled and dressed lead upto 50 meters and lift upto 1.5meter complete.	Cu.M	180.00		
4	C4	Back filling available excavated earth in trenches, plinth, slides of foundations etc., including re-excavating the deposited soil excavated earlier, breaking clods, laying at all depths and heights in layers not exceeding 20 cm indepth, consolidating each deposited layer by ramming and watering complete lead upto 50 Metre and lift upto 1.5 Meter.	Cu.M	75.00		
5	C5	Disposal of surplus excavated earth and debris including re-excavating the deposited soil earlier, transportation, loading, unloading, laying at all depths and heights, leveling and dressing both the area (viz. From where earth is transported and where it is deposited) to required levels and slopes, complete with all lifts as directed.				
	a)	Out side Plant premises	Cu.M	50.00		
6	C6	Preparation and consolidation of site area with power road roller of 8 to 12 tonne capacity after levelling, grading, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the subgrade and disposal of surplus earth lead upto 50 Mtrs	sqm	10000.00		
7	C8	Supply and Laying water bound macadam with specified stone aggregate stone screening and binding material including screening, sorting, spreading to template and consolidation with power road roller of 8 to 10 tonne capacity etc. complete with				

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		supply for stone aggregate, screenings, kankar, moorum and red bajri etc.				
	a)	Base course with 63 mm to 45 mm size including stone screening 13.2mm size.	cum	1500.00		
8	C9	Providing and tilling of quarry dust as levelling course compacting the same with 8 to 10 ton road roller complete in all respects as directed by Engineer-in Charge	cum	250.00		
9	C10	Providing and tilling of murrum as levelling course compacting the same with 8 to 10 ton road roller complete in all respects as directed by Engineer-in Charge	cum	250.00		
10	C11	Supplying the good earth from outside the site including the cost of filling the same within the site in layer not exceeding 20cm in depth & consolidating each deposited layer by ramming and watering including all leads & lifts etc. complete.	cum	120.00		
11	C12	Providing approved quality Yellow/silver sand as levelling course and filling the same where required under floors etc., watering, ramming, consolidating, grading and finishing to final levels and slopes for all lifts and leads involved, complete as directed (Payment to be made for solid measure of the consolidated filling).	Cu.M	30.00		
		PCC				
12	C14	Plain cement concrete of mix 1:3:6 (1 cement : 3 coarse sand and 6, 20 mm down graded stone aggregate) for column footing, levelling, floors etc., including cost of all materials, lead, lift, labour charges, consolidation, shuttering, curing etc. complete.	Cu. M	85.00		
13	C 15	Making plinth protection 50 mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75 mm bed of dry brick ballast 40 mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth	Sqm	75.00		
		BRICKWORK				
14	C18	Brick work with class designation 75 in cement mortar 1:6 (1 cement : 6 coarse sand) in foundation, plinth and super structure in thickness of 230 mm including cost of all materials, lead lifts, labour charges, mixing mortar, laying bricks, racking joints, curing etc. all complete as per drawing and specification and direction of Engineer In-charge.	Cu. M	53.00		
15	C19	Brick work with brick of class designation 75 in cement mortar 1:4 (1 cement : 4 coarse sand) in super structure in thickness of 115 mm including cost of all materials, lead lifts, labour charges, mixing mortar, laying bricks, racking joints, curing etc. all complete as per drawing and specification. 2 nos. MS rods of 6 mm dia are to be provided after every 3rd layer for which no additional payment will be made.	Sq. M	550.00		

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					/	/
		RCC				
16	C20	Reinforced cement concrete of mix 1:1.5:3 (1 cement, 1.5 coarse sand and ,3 :20 mm down graded aggregate) for column footing, sunshades, shelves, lintels etc. including cost of materials, lead lift, labour charges for concreting, curing etc. complete.	Cu. M.	45.00		
17	C21	Centring and shuttering including providing all shuttering material , strutting, propping etc. and removal of form work for : Lintels, beams, plinth beams, girders, bressumers and cantilevers.	sqm	195.00		
18	C22	Providing and placing mild steel/ tor steel reinforcement for RCC work including cost of all materials, labour for cutting, bending, binding and placing in position complete as per drawing and instruction of Engineer.	MT	2.00		
19	C23	Supplying,Fabricating and fixing in position, M.S.Holding down bolts with sleeves and washers, nuts and lock nuts etc. including threading of required length and type as per instructions of Engineer I/C				
	a)	Upto 20 mm dia. bolt	kg	200.00		
		ROOFING				
20	C24	Dismantling, transporting, stacking, minor fabrication & erection of existing structural steel beams,channels,plates,steel tubular trusses, purlines,gates, wind ties, base plates, gusset plates, bolts, nuts etc. complete as per drawings, specifications & instructions of engineer including cost of all materials leads within plant premises, lifts labour charges etc. and two coats of approved enamel paint for finished products at site complete as per technical specifiction and direction of engineer.				
	a)	Trusses (medium grade pipes),Purlins side ties, bottom ties	MT	5.00		
	b)	structural steel for columns, crane girders,etc	MT	4.00		
	c)	Wind ties (Flats) 50 x 6 mm thick, angles,box sections,soild bars for rails etc	MT	0.50		
21	C24 A	Supply fabrication and erection of new structural steel beams,channels,plates,steel tubular trusses, purlines,gates, wind ties, base plates, gusset plates, bolts, nuts etc. complete as per drawings, specifications & instructions of engineer including cost of all materials leads, lifts labour charges etc. and one coat of primer and two coats of approved enamel paint for finished products at site complete as per technical specifiction and direction of engineer.				
	a)	Trusses (medium grade pipes),Purlins side ties, bottom ties	MT	10.00		
	b)	structural steel for columns, crane girders,etc	MT	5.00		

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	c)	Wind ties (Flats) 50 x 6 mm thick, angles, box sections, solid bars for rails etc	MT	0.50		
22	C25	Steel work in built up section/framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel for gates, railings, frames, gratings etc.	kg	500.00		
23	C26	Supplying, fitting & fixing steel rolling shutter , profile type in 18 B.G of approved type of steel lathe section 75 mm wide fitted with coil wire spring to necessitate the fitting of required nos of C.J pulley's on heavy type solid drawn gearless steel tube complete with locking arrangements bothside and outside specially built up side guide channels including, providing a hood for the rolling shutter painting with two coats of approved brand of aluminium paint over a coat of red lead primer complete.				
	a)	Mechanically and manually Operated	Sq.M	50.00		
24	C27 a)	Providing and fixing corrugated asbestos cement sheet 6 mm thick roofing and side cladding fixed with polymer coated J or L hooks bolts and nuts 8mm diameter with bitumen and GI limpet washer complete (upto a pitch of 60 degrees) including steel primer and 2 coats of approved paint at overlaps. as per tech. specification.	Sq.M	15.00		
25	C27 b)	Providing and fixing permanently colour coated profiled GS sheet min 0.5 mm thk roofing including ridges of approved colour, shade and profile and side cladding fixed with polymer coated J or L hooks bolts and nuts 8mm diameter with bitumen and GI limpet washer complete (upto a pitch of 60 degrees) including steel primer and 2 coats of approved paint at overlaps. as per tech. specification.	Sq.M	800.00		
26	C27 c)	Dismantling, transporting, stacking and refixing of existing corrugated AC/GS sheet roofing and side cladding fixed with polymer coated J or L hooks bolts and nuts 8mm diameter with bitumen and GI limpet washer complete (upto a pitch of 60 degrees) including steel primer and 2 coats of approved paint at overlaps. as per tech. specification.	Sq.M	300.00		
27	C28	Providing and fixing 2mm thick corrugated Translucent FRP sheet roofing fixed with GI J or L hooks bolts and nuts 8mm diameter with bitumen and GI limpet washer complete (upto a pitch of 60 degrees) including steel primer and 2 coats of approved paint at overlaps. as per tech. specification.	Sq.M	60.00		
28	C29	Providing and fixing non-asbestos high impact Polypropylene reinforced cement ridges and hips including supply and fixing J or L bolts and nuts bitumen & GI washers etc. complete as per Technical Specification including Bitumen coating at all joints	RM	3.00		
29	C30	Providing and fixing PVC pipe (2.5 kg/cm ²) of 110 mm dia. as rain water pipe in above item complete in all respect including required shoes, bends, etc	RM	5.00		

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter-XI

FINISHING						
30	C32	50 mm thk. Ironc Topping Cement Concrete flooring consisting(1-admixture:1 coarse sand: 2-stone aggregate 6mm nominal size) by volume with metallic hardening compound of approved quality is mixed in the ratio(4:1) (4 cement : 1 metallic floor) hardening compound of approved quality by weight including cement slurry rounding off edges and strips etc. but excluding the cost of nose of steps etc. complete.	Sq. M	610.00		
31	C33	Providing and fixing glass strips in joints of terrazo / cement concrete floors 40mm wide and 4mm thick	RM	800.00		
32	C38	Plastering work with cement mortar 1:6 (1 cement : 6 fine sand) 12 mm thick after scrapping and cleaning the masoary joints including scaffolding, cost of materials, labour, mixing , leads & lifts, curing etc. complete.	Sq. M	800.00		
33	C39	Plastering work with cement mortar 1:6 (1 cement : 6 fine sand) 15 mm thick after scrapping and cleaning the masoary joints including scaffolding, cost of materials, labour, mixing , leads & lifts, curing etc. complete.	Sq. M	200.00		
34	C44	Providing and fixing steel glazed windows and ventilators of operable standard rolled steel section joints mitred and welded with 15 x 3 mm lugs, 10 cm long, with steel lugs embedded in cement concrete blocks 15 x 10 x 10 cm of 1:3:6 (1 cement : 3 coarse sand : 6 approved graded hard stone aggregate 20 mm nominal size) or with wooden plugs and screws or raw plugs and screws or with fixing clips or with bolts and nuts as required including providing and fixing of glass panels with glazing clips and special metal sash putty of approved make complete including painting with two coats of approved quality synthetic enamel paint over a base coat of red oxide zinc chromate primer including the cost of minor repair work, if required. Windows and ventilators will be provided with horizontal steel bars (8 mm x 8 mm), welded to the frame @ 150 mm ncluding supply of MS frames, bars glazing etc. all complete	Sq. M	1.08		
35	C46	Providing and fixing ISI marked flush door shutters non decorative type , core of block baord construction with frame of ist class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters 30 mm thick including ISI marked stainless steel butt hinges, handle,tower and slide bolts, complete with necessary screws and other accessories	Sq. M	2.00		
36	C49	Providing three coats of white wash to give a smooth and even shade including cost of materials, cleaning and preparation of surface, scaffolding etc. complete.	sqm	570.00		
37	C52	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade in two or more coats on new work	sqm	20.00		
FENCING						

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

Chapter-XI

38	F1	1.5 m high fencing with 2.0 m angle iron 50 x 50 x 6 mm posts placed every 3 m centre to centre embedded in cement concrete block, every 15th post last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with 8 horizontal lines and two diagonals inter woven with horizontalwires of barbed wire 9.38 Kg per 100 m (min) between the two posts and fixed with GI stapies, turn buckles etc. complete. including providing and laying earth work and concrete (1:3:6)				
		With G.I. Barbed wire (Payment to be made for per metre of complete fencing)	Metre	395.00		
39	F2	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite directionfor 10 cm length and drilling holes upto 10 mm dia. Etc. complete including a priming coat and two coats of enamel paint.	kg	1250.00		
		(B) ELECTRICAL WORKS				
40	E1	Providing and fixing 1 x 40 Watt Batten type fluorescent tube fitting (Crompton / Philips / Bajaj/ equivalent make),fabricated from CRCA sheet steel and finished with stove enamel paint complete with Accessories like fluorescent lamp,copper wound polyster choke, starter, seat, rotor holder and terminal block duly pre-wired with copper conductor, including connections, fixing on wall, false ceiling or under roof tusties with clamps as required	Nos.	20.00		
41	E4	Providing and fixing 1 x 250 W HPSV out door type fittings (Crompton / Philips/Bajaj/ equivalent) , complete with lamp, ballast control gear box, fixing clamp etc.	Nos.	4.00		
42	E5	Providing and fixing of following sweep exhaust fan/ceiling fan/wall mounted fan (Khaitan / Crompton / equivalent make) single phase alongwith gravity louvers, frame / tripod for holding the motor including making necessary opening in wall, supply & fixing of assembly with grouting bolts, making connections, loop earthing etc.				
	a)	230 mm sweep	Nos.	1.00		
43	E8	Providing & fixing of 240 V, 5 / 15 Amp 6 Pin Power socket outlet point (with 15 A switch). Switch / socket to be fitted in suitable size 20 SWG metal type box with 3mm sunmica sheet.	Nos.	2.00		
44	E9	Providing & fixing of 240 V, 5A 3 Pin Power socket outlet point (with switch). Switch / socket to be fitted in suitable size 20 SWG metal type box with 3mm sunmica sheet along with the piano switches and fan regulator.	Nos.	2.00		
45	E10	Providing & fixing 5A piano type switch for Light / Fan Control (Anchor make)	Nos.	15.00		
46	E14	Providing & fixing of 240 V, 20 Amp INDUSTRIAL Power socket outlet point (with 20 A MCB). Switch / socket to be fitted in suitable size 20 SWG metal type box .	Nos.	1.00		

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-I)

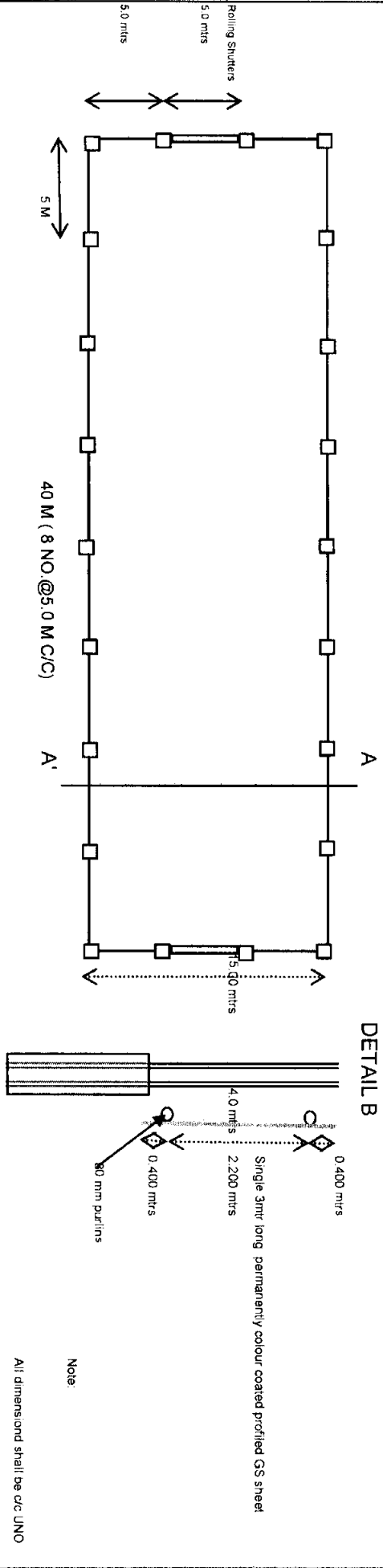
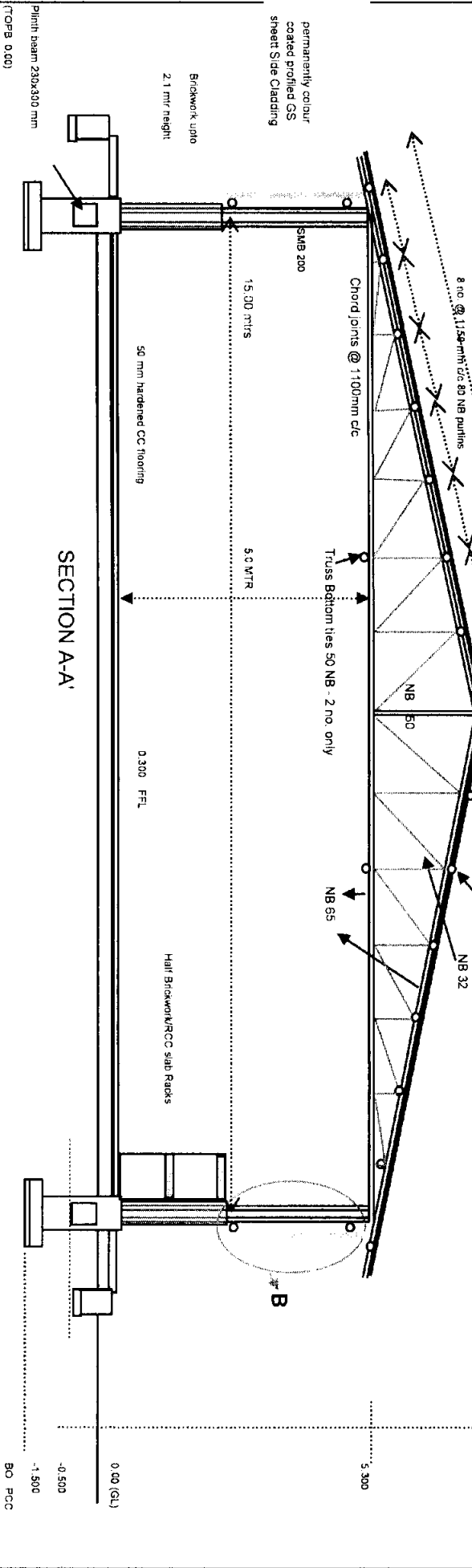
Chapter-XI

47	E15	Wiring of above power sockets with 4 Sq. mm PVC insulated Copper Conductor wires as per IS, 650 / 1100 V grade including 20 SWG GI earthing wire in PVC medium grade conduit including supply of items.				
	a)	Length per point upto 10 m	Points	1.00		
	b)	Length per point upto 15 m	Points	1.00		
48	E20	Wiring of the following points (including supply of Wires, conduits, clamps, boards, other misc. items) with 2.5 sq.mm colour coated PVC insulated copper conductor wires as per IS-650/1100 volts grade in surface PVC conduits (medium grade) including laying of 20 SWG GI wire, conduit fitting. (Fixing of piano type control switches (Anchor make) in suitable sized 20 SWG metal box with 3 mm sunmica sheet having provision for fan regulator, 5 Amp switch socket (supplied above) included in scope)				
	a)	Long Point (Panel to Switch Box)	Points	5.00		
	b)	Medium Point (Switch Box - first Point / Socket)	Points	5.00		
	c)	Short Point (among points)	Points	5.00		
	d)	Wiring for exhaust fan.	Points	1.00		
	e)	1 x 250 W HPSV out door type fitting. One number 10 A DP switch to be used for controlling 2 fittings. D.P Switches to be fixed on outside of the store shed wall	Points	4.00		
49	E21	Providing and fixing of 32 Amp TPN with HRC fuses along with earth wire. The TPN to be provided on one side of the central shed with rain protection cover.	Nos.	1.00		
50	E22	Supply and burying of earths electrods 40mm dia 3 mtrs. Long including earthing upto switch board with 8 SWG GI wire.	Nos.	1.00		
51	E23	Providing , Installation and commissioning of 18 W Lighting Panel with 18 nos 16 A MCB with 63 A SFU incomer in Sheet metal housing with double door arrangement , including all earthing and statutory requirements .	Nos.	1.00		
52	E24	Supplying and laying of following type of PVC Insulated, PVC armoured standard aluminium conductor cable conforming to IS:1554-1976 (part 1), glanding with single compression gland, termination of both end in DB & SFU. The cable has to be laid underground on sand cushion including backfilling, suitable clamp, clamping on surface including all materials etc. complete.This includes road crossing for which suitable GI Pipe to be provided by the contractor.				
	a)	2c/3c/4c upto 16 sq.mm armoured cable	RM	50.00		
53	E26	Earthing Flat 30 x 6 for Earthing	RM	50.00		
		TOTAL				

TECHNICAL CONDITIONS OF CONTRACT (TCC Part-II)
CONTENTS

Volume- IA	Part-II : Technical Specifications		
1	GA DRG FOR STORE	DRG. NO.:MSIL- Man/EW/001	1
2	RCC WORK DETAILS	DRG. NO.:MSIL- Man/EW/002	1

LEGEND	
	100 mm PCC
	100 mm Earth fill below 50 mm Silver sand
	80 mm PURLING/IRTS



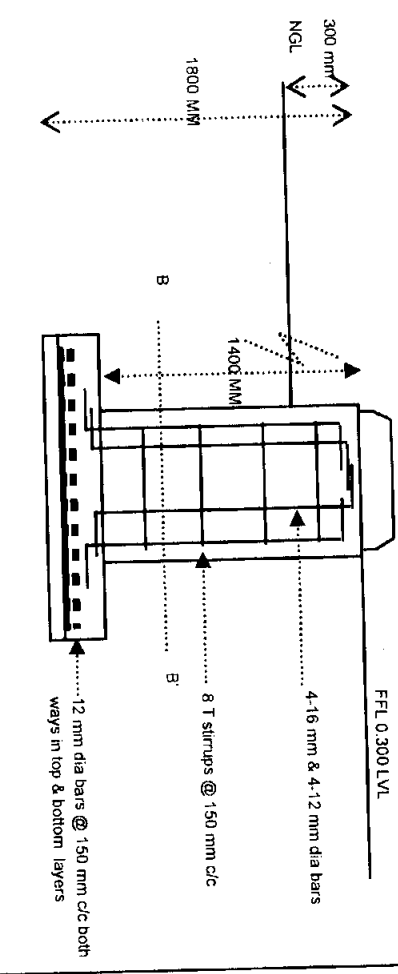
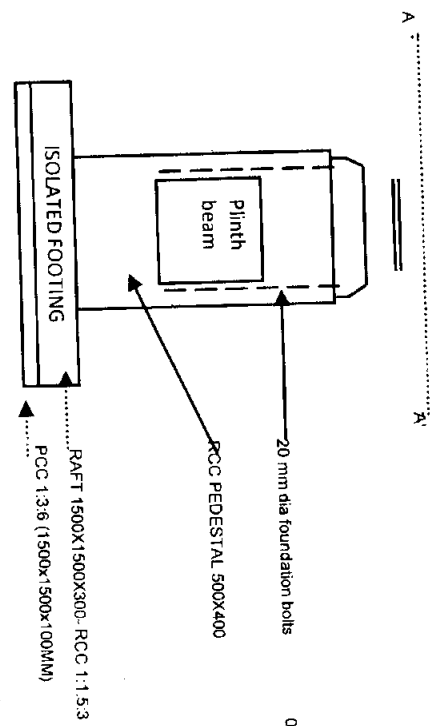
Note:
All dimension shall be c/c UNO



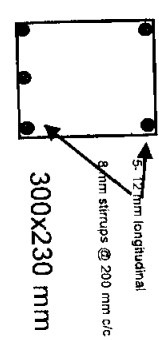
Bharat Heavy Electricals Ltd.

PROJECT:		TITLE:		REV	DATE
ENABLING WORKS AT MSIL		GA DRG FOR CLOSED STORE		00	30.11.2010
DRG. NO. /MSIL-Mat/E/W/301	Rev	Checked by	Approved by	00	
		KSB			

Handwritten signature/initials

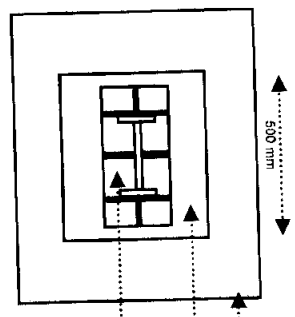


COLUMN FOOTING/PEDESTAL

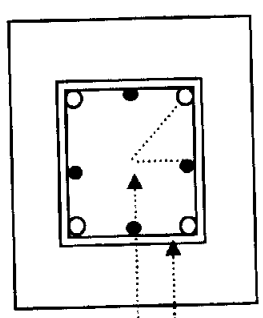


300x230 mm Plinth beam details

REINFORCEMENT DETAILS



SECTION A-A'



SECTION B-B'

POWER SECTOR NORTHWEST REGION
Bharat Heavy Electricals Ltd.

PROJECT:		TITLE: RCC WORK DETAILS		REV	DATE
ENABLING WORKS AT BARA STPS		Made by	MIK	OD	30.11.2010
DRG NO. MSIL-MANEN/002	Rev	Checked by	KSB		
		Approved by			

Handwritten signature

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)

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6	Material Handling, Storage, Preservation, etc	Chapter-VI	4
7	Drawings and Documents	Chapter-VII	1
8	Inspection and Quality	Chapter-VIII	5
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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	NA

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

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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.
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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.

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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 / 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 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>

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Chapter – VIII: Inspection and Quality

	<p>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.</p>
8.3.2	<p>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.</p>
8.3.3	<p>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.</p>
8.3.4	<p>The following fees shall be excluded from scope of Contractor:</p> <ol style="list-style-type: none">1. Registration Fee as per Regulation 385 of Chapter IX of Indian Boiler Regulations-19502. 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 <p>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</p>
8.4	<p>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</p>

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.

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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

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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.

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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

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■	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>

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	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.

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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

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	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, painting 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.

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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)
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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 ¼ 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.

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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)
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	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/-
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SPECIAL CONDITIONS OF CONTRACT (SCC)
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	05.	Electrical Plugs Not used for hand Machine	100/-
	06.	Not Slings 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><u>CITATION</u>:-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>
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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'.
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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

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- 2.6. Measurement of Work and Mode of Payment
- 2.7. Rights of BHEL
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- 2.9. Progress Monitoring, Monthly Review and Performance Evaluation
- 2.10. Time of Completion
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- 2.12. Over Run Compensation
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- 2.16. Supplementary Items
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- 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 **NA**

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 & its addendum-I (enclosed)

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 : HSD OIL. Type : INDIVIDUAL COMMODITY (See Note F)	5	3	5	5	5
iii)	ELECTRODE	Name of Commodity : ELECTRODES Type: INDIVIDUAL COMMODITY (See Note F)				15	
iv)	CEMENT	Name of Commodity : CEMENT Type: INDIVIDUAL COMMODITY (See Note F)		20	30		
v)	STRUCTURAL AND REINFORCEMENT STEEL	Name of Commodity : a1. IRON & STEEL 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,

	<p>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.</p> <p>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</p> <p>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.</p> <p>iii) 'No Claim Certificate' by contractor</p> <p>iv) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc</p> <p>v) Indemnity bond as per prescribed format</p> <p>BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL</p>
<p>2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP</p> <p>2.24.1</p> <p>2.24.2</p>	<p>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.</p> <p>BHEL shall release the guarantee money subject to the following</p> <p>i) Contractor has submitted 'Final Bill'</p> <p>ii) Guarantee period as per contract has expired</p> <p>iii) Contractor has furnished 'No Claim Certificate' in specified format</p> <p>iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format</p> <p>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.</p>
<p>2.25 CLOSING OF CONTRACTS</p>	<p>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.</p>
<p>2.26 REVERSE AUCTION:</p>	<p>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.</p>
<p>2.27 SUSPENSION OF BUSINESS DEALINGS</p>	<p>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</p>

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



ISO 9001: 2000, ISO 14001
and OHSAS 18001
certified company

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

पावर सेक्टर-उत्तरी क्षेत्र, नोएडा Power Sector-Northern Region, NOIDA

Sub-Contracts & Purchase Department

ADDENDUM-I TO GCC (DOCUMENT NO PS:MSX:GCC.REV00)

Subject : Calculation of Price Variation Component as per Clause 2.17 of General Conditions of Contract

Consequent upon Change in "Whole Sale Price Index" Base 1993-94 to Whole Sale Price Index Base 2004-05 by Ministry of Industry & commerce, following is the methodology to use the latest WPI series (Base 2004-05) for calculation of PVC.

- 1) Formula for calculating PVC as given in Contract (Clause 2.17 of General Conditions of Contract) shall remain same.
- 2) Base index "Xo" and Index of the current month / billing month "Xn" shall be obtained from New Series (Base 2004-05) against the "commodities" / "Categories" indicated in the table below (as published by Office of Economic Advisor, Ministry of Commerce and Industry, Government of India. (Website: www.eaindustry.nic.in))

SI No	"Commodity / Category" As Existing in GCC	"Commodity / Category" As per New Item list as per "Whole Sale Price Index" Series base 2004-05
1.	HSD OIL (INDIVIDUAL COMMODITY)	HIGH SPEED DIESEL (INDIVIDUAL COMMODITY)
2.	ELECTRODES (INDIVIDUAL COMMODITY)	WELDING RODS (INDIVIDUAL COMMODITY)
3.	CEMENT (INDIVIDUAL COMMODITY)	GREY CEMENT (INDIVIDUAL COMMODITY)
4.	a1. IRON & STEEL (GROUP ITEM)	a1. IRON & SEMIS (GROUP ITEM)
5.	ALL COMODITIES (GROUP ITEM)	ALL COMODITIES (GROUP ITEM)

All other terms & conditions shall remain same.

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

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: will be released later

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

Offer Reference No:.....

Date:.....

To,

(Write Name & 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 not withstanding 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



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

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 C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....
 In respect of Contract Agreement NoDated.....

Sl. No	Particulars	Unit	Quantity	Rate		Amount recover-able		Amount recovered upto pre-vious bill		Amount now recovered		Remarks
				Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	
1	2	3	4	5	6	7	8	9	10	11	12	13
1.												
2.												
3.												
4.												
5.												
6.	Empty containers not returned											
7.												
8.												
9.												
10.												
				Total		-----						

Signature of contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE D

Name of the Contractor:
Name of the Work:

Contract Agreement No:
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

Ledger Head	Debit (Gross Amount)	Credit (Deduction)
	Rs P	Rs
.....
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 charge-able for excess/short consumption, if any	Amount recover-able for excess/short consum-ption, 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.....

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											