

**BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
SUBCONTRACTS MANAGEMENT  
PLOT NO. 25, SECTOR 16A, NOIDA,  
DISTT. – GAUTAM BUDDH NAGAR (U.P.) - 201301**



## **TENDER DOCUMENTS**

**FOR**

**EXECUTION AND HANDING OVER OF GROUND  
IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS  
SUBSTATION AT PGCIL KHAVDA IN GUJARAT.**

**CUSTOMER**

**M/S POWERGRID CORPORATION OF INDIA LTD.**

**TENDER SPEC. NO.: TBSM/KHAVDA/CIVIL/PKG I-A/TENDER/23-24**

**DATE: 07.10.2023**

# TRANSMISSION BUSINESS GROUP

## SUBCONTRACTS MANAGEMENT

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# BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR-16A, NOIDA -201301

e-mail: tbsm@bhel.in

## NOTICE INVITING TENDER

REF.: TBSM/KHAVADA/CIVIL/PKG I-A/TENDER/23-24

DATE: 07.10.2023

SUB: TENDER FOR "EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT".

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Execution and handing over of Ground improvement work (PKG I-A) in 400 kV GIS Substation at PGCIL Khavda in Gujarat	04 months from the date of LOI	₹ 20,00,000/- As per Annexure to conditions of contract for Civil works	23.10.2023 14.30 hrs.	23.10.2023 15.30 hrs. (Technical bid only)

2. Bidder has to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://eprocurebhel.co.in>

**Procedure for Submission of Tenders through e-tendering:** The tender is also floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder may respond by submitting their offer online in our e-Procurement platform at <https://eprocurebhel.co.in>

Offers are invited in two-parts only.

### Documents Comprising the e-Tender

The tender shall be submitted online EXCEPT EMD (which shall be submitted in physical form (as described in NIT cl. No.1) above as mentioned below:

#### **a) Technical Bid (Un priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0
- Technical Bid (without indicating any prices).

#### **b) Price Bid:**

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other

civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- v) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- c) Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
- d) Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).
3. **Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in “Annexure to the Conditions of contract for civil work “which shall be part of the Technical Bid.**

In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker’s Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach to following address at before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

<p>TENDER SPEC. NO.: TBSM/KHAVADA/CIVIL/PKG I-A/TENDER/23-24      DATE: 07.10.2023</p> <p><b>TO,</b></p> <p><b>Dipak Kumar Mandal</b> <b>AGM (TBSM)</b> <b>BHARAT HEAVY ELECTRICALS LIMITED,</b> <b>TRANSMISSION BUSINESS GROUP,</b> <b>Plot no.: - 25, Sector- 16A, Noida, Distt. – Gautam Buddh Nagar, UP-201301</b> <b>TELEPHONE: 0120-6748134, 99111 63182</b> E-mail: <a href="mailto:dipak.mandal@bhel.in">dipak.mandal@bhel.in</a></p>
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4. **Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 02 to 03 mentioned above.**
5. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
6. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
7. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their price bid along with applicable loading, if any, shall be considered for ranking.”
8. The contractor shall give his explicit confirmation without any deviations to the HSE (Health, Safety and Environment) requirements as per enclosed specification No. TBSM/HSE/NIT-01, Rev-01 Date 22.10.2021. Contractors are also required to furnish details as per Annexure (HSE) to NIT along with their offer. Offers received without compliance & data about HSE requirements are liable to be rejected.
9. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

10. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
11. Please note that wherever there is a contradiction between the 'Annexure to conditions of contract for civil works' and 'Conditions of contract for civil works', the 'Annexure to conditions of contract for civil works' clauses shall be governing and binding on the contractor.
12. Drawings & FQP enclosed with the NIT (if provided) are for tender purpose only. Drawings & FQP may get change during execution stage and work to be carried as per latest RFC drawings & Field Quality Plan (FQP).
13. Construction/ RFC drawing/ Fronts shall be furnished progressively as per project requirement and no claim towards idling charges/ project overheads etc. borne by the contractor on account of non-availability of drawings/ fronts shall be entertained.
14. Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned in general/ special conditions of contract for civil works.
15. *"In case this tender is awarded to first time contractor\*, then the bidder shall be eligible to qualify for the next tender of similar work# of BHEL, TBG; only after successful executing of 50% (fifty percent) of this work prior to the date of next tender (in which bidder desires to quote) and on satisfactory performance feedback by BHEL site Incharge."*

*\* First time contractor: The bidders who have not successfully executed more than 50% (fifty percent) of awarded similar work by BHEL (TBG/ ISG/Power Sector/Any BHEL Unit) in last 5 years from date of NIT.*

*The bidders who have taken any order from BHEL under 1st time category, and desires to further participate in BHEL tenders, needs to submit a certificate/ undertaking mentioning the reason of not executing 50% of awarded work, hence the criteria under 1st time bidder shall not be applicable to them. The certificate/ undertaking shall be duly certified by Site In charge of BHEL*

*# Similar work: Similar to nature of work of the tender under consideration.*

16. **Before submission of offer, the tenderer is advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing 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 on any of these conditions/ resources.

**The location of the site is near the international border and comes under BSF jurisdiction, Therefore, all security protocol by BSF is to be followed.**

17. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

#### 1.0 Integrity commitment, performance of the contract and punitive action thereof:

##### 1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

##### 1.2. Commitment by Bidder/ Supplier/ Contractor:

- 1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence

punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

18. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.

19. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

20. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.

21. The evaluation currency for this tender shall be INR.

22. The Submission of EMD is compulsory for subject tender. In case requisite Amount of EMD not submitted by the bidder before tender opening or along with offer, the offer shall not be considered for evaluation and the offer shall be rejected.

23. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

24. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidders representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and freezed. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE**

**TECHNICAL BID.** Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".

25. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.

**26. Integrity Pact (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and Its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

Sl no.	IEM	E- mail
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (part-I in case of Two/ Three Part Bid). Only **those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding**. In other words, entering into this Pact would be a preliminary qualification,

(c) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through e-mail only.

Note: -

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below":*

Details of contact person (s): -

1) Name: - Dipak Kumar Mandal Department: - TBG, Subcontracting Address: - BHEL/ TBG, Noida Phone: - 01206748134 E mail: - <a href="mailto:dipak.mandal@bhel.in">dipak.mandal@bhel.in</a>	2) Name: - Ashok Kumar Meena Department: - TBG, Subcontracting Address: - BHEL/ TBG, Noida Phone: - 01206748545 E mail: - <a href="mailto:akmeena@bhel.in">akmeena@bhel.in</a>
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27. Any materials (if required) for civil works have to be procured from Customer approved sources only. It will be the bidder's responsibility to get the approval of materials and vendors for materials.

28. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.

29. Work schedule and the deployment of manpower and T&P resources committed by the contractor in their offer, to match the scheduled completion, shall be submitted by contractor and mutually agreed with site In-charge immediately after the award of work. Further, the contractor shall mobilise at site within two weeks of award of work.

30. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.

31. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.

32. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technically capability will be discussed and ascertained by the committee.

**33. Conflict of Interest among bidders/Agents: -**

*"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:*

- a) they have controlling partner (s) in common; **or***
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or***
- c) they have the same legal representative/agent for purposes of this bid; **or***
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or*
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or*
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
  - 2. Indian/foreign agent on behalf of only one principal;***or***
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or***
- h) In case of it holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "*

Thanking you,

Yours faithfully,  
For and on behalf of BHEL,

**(Dipak Kumar Mandal)**  
**AGM /TBSM**

**TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD**

**REF.: TBSM/KHAVADA/CIVIL/PKG I-A/TENDER/23-24**

**DATE: 07.10.2023**

**SUB: TENDER FOR “EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT”.**

It is certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

Also It is being declares that we ( .....Bidder Name .....) will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

(Signature of Tenderer)

Name and Designation of Authorised person (s)  
Signing the tender on behalf of the tenderer

**Authorization of representative who will participate in the Online Reverse Auction Process:**

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

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, NOIDA**  
**PRE-QUALIFYING REQUIREMENTS**

Tender Ref. No.: TBSM/KHAVADA/CIVIL/PKG I-A/TENDER/23-24

DATE: 07.10.2023

**SUB: TENDER FOR “EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT”.**

Tenders (Under two-part bid system) are invited from competent civil contractors for subject civil works. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

Sl. No.	Criteria	Description
A	Turn Over	Bidder should have a minimum average annual turnover of <b>₹20,93,24,073/-</b> for best three fin. Years i.e. 36 months out of last five financial years and should submit audited balance sheet and Profit & Loss Account Sheet of these years. The audited financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns and form 26AS of these years.
B	Profit	Bidder should have earned profit in at least one year during last three financial years as mentioned in A above.
C	Similar Work	Bidder should have successfully executed “executed similar works” during last seven years ending on 31.08.2023 and should be either of the following <ol style="list-style-type: none"> <li>i. <b>Three</b> similar jobs executed costing (except service tax/GST) not less than <b>Rs.5,58,19,753/- each.</b> OR</li> <li>ii. <b>Two</b> similar jobs executed costing (except service tax/GST) not less than <b>Rs.6,97,74,691/- each.</b> OR</li> <li>iii. <b>One</b> similar job executed costing (except service tax/GST) not less than <b>Rs. 11,16,39,506/-</b></li> </ol>

“Executed similar works” means bidder should have **successfully executed stone column work using dry bottom feed vibro technique during last seven years ending on 31.08.2023.**

In addition of above, Bidder should have **experience of successful completion of total stone column work not less than 17,000 m length in a single or multiple contract.**

**Note:**

1. The Bidder shall submit the Contract Agreement/Work Order/LOI, BOQ/Drawings and Performance/completion/execution certificate issued by customer/contractor along with technical bid in support of qualification.
2. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
3. In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B & C mentioned above.
4. If the job is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
5. Consortium/ JV bidding is not allowed.
6. BHEL reserves the right to:
  - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
  - (b) Postpone the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
  - (c) May ask for further qualification during techno commercial scrutiny of bids received.
  - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
7. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
8. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
9. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
11. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
12. Bidder's selection is subject to approval of BHEL's customer for this work. The approval/acceptance of bidders from Customer is mandatory requirement for subject tender.
13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, [www.bhel.com](http://www.bhel.com) and <https://eprocurebhel.co.in> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

## **PROJECT INFORMATION**

### **1.0 CUSTOMER:**

M/s POWERGRID CORPORATION OF INDIA LIMITED

### **2.0 PROJECT LOCATION AND DETAILS:**

TENDER FOR "EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT.

### **3.0 CONTACT PERSON: FOR CONTRACTUAL ISSUES**

DIPAK KUMAR MANDAL  
AGM (TBSM)  
SUBCONTRACTS MANAGEMENT,  
TRANSMISSION BUSINESS GROUP,  
Plot No. 25, Sector-16A, Noida,  
Distt. Gautambudh Nagar, UP-201301

PHONE: 0120-674-8134/ 99111 63182

E-mail: [dipak.mandal@bhel.in](mailto:dipak.mandal@bhel.in)

### **CONTACT PERSON: FOR ENGINEERING ISSUES**

VINAY KUMAR ANAND  
Manager (TBEM-Civil)  
TRANSMISSION BUSINESS GROUP,  
Plot No. 25, Sector-16A, Noida,  
Distt. Gautambudh Nagar, UP-201301

PHONE: 0120-674- 8548/ 9810512040

E-mail: [vinayanand@bhel.in](mailto:vinayanand@bhel.in)

### **CONTACT PERSON: FOR CONTRACT EXECUTION ISSUES**

Rajiv Lal  
AGM & Sector Head (TBWS-Construction)  
TRANSMISSION BUSINESS GROUP,  
C-18, BHEL Township, Gayatri Nagar,  
Gotri Road, Vadodara - 390 021

PHONE: 9557494442

E-mail: [rajivlal@bhel.in](mailto:rajivlal@bhel.in)

# HSE CONDITIONS

at a **GLANCE** (for bidders)



Health Safety and Environment Management



Transmission Business Group, Noida

	<b>Transmission Business Group</b> <b>HSE Department, HQ, Noida</b>	<b>Doc No.</b> TBG/HSE/NIT-01 <b>Rev No. : 01</b> <b>Date: 22.10.21</b>
	<b>HSE Conditions at a Glance for Bidders</b>	Page- 1 of 17

DOCUMENT CONTROL			
Document number:	TBG/HSE/NIT-01		
Issue number:	00	Issue date:	08.01.2020
Revision number:	01	Revision date :	22.10.2021
	Prepared by	Checked by	Approved and Issued for use by
Name	Sanjeev Sharma	Arvind Kumar Pandey	Anindya Chakraborty
Designation	Addl. Engineer	Engineer	Adl. General Manager
Signature	-sd-	-sd-	-sd-
Date	22.10.2021	22.10.2021	22.10.2021
Doc. copy issue no. :		Doc. copy issue date :	
Issued to :	Name	Designation	Signature
Issued by :	Name	Designation	Signature



**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP**

	<b>Transmission Business Group</b> <b>HSE Department, HQ, Noida</b>	<b>Doc No.</b> TBG/HSE/NIT-01 <b>Rev No. :</b> 01 <b>Date:</b> 22.10.21
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BHEL TBG through its long experience and policy, has developed a culture to consider wellbeing of the society, protection of environment and occupational health and safety of its workers first. TBG has also a culture of transparency in all its business activities. In line to this culture, this NIT annexure is prepared as a peeping window in to the TBG HSE requirements which need to be 100% complied by the successful bidders while executing the contract. Interested bidders should go through these HSE conditions:

## 1. BHEL HSE Policy



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:


- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

June 5, 2018

*Atul Sobti*

Atul Sobti  
Chairman & Managing Director

Creating  of tomorrow

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## 2. Legal Compliances:

- a. Statutory Provisions:** All the sub-contractors are to comply with client specific rules and procedures, the National legislations and codes, in particular the following or their revised versions:

Srl. No	Acts/Rules Name	Srl. No	Acts/Rules Name
1	The Factories Act 1948, Amendment Act 1947	11	Contractor labour Act, 1970 (Regulation and abolition)
2	The Environment Act 1986	12	Provident fund Act, 1952
3	Workmen's Compensation Act, 1923	13	Payment of gratuity Act, 1972
4	Building and Other Construction Workers (Regulation of employment and condition of service) Act, 1996	14	Indian Explosives Act and the explosives Rules 2008
5	Buildings and Other Construction Workers Welfare Act, 1996	15	The Gas Cylinder Rules, 2016, Static and Mobile Pressure Vessels (Unfired) Rules 2016
6	Payment of wages Act, 2017 Equal remuneration Act,	16	The Indian Electricity Act 2003 and Indian Electricity Rules 2005
7	Minimum wages Act.1948	17	The Atomic Energy Act, 2015
8	Employers liability Act, 1938	18	The atomic energy (Radiation Protection) Rules. 2004
9	Industrial dispute Act, 1947	19	National Fire Protection Association (NFPA),
10	maternity benefit amendment act 2017	20	National Building Code of India 2016 etc.

### **b. Indian Standard (IS) Codes related to HSE**

All the sub-contractors are to comply with client specific rules and procedures, the National legislations and codes in particular the following or their revised versions:

Srl	IS Code	Applies on
1	IS: 4081 -1986	Safety code for Blasting and Related Drilling operations
2	IS: 3764 -1992	Safety code for excavation work
3	IS: 5121 -1969	Safety code for pilling and other deep foundations

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4	IS: 2750 -1964	Specification for steel scaffoldings
5	IS: 3696 (Part-I)-1987	Safety code for scaffolds and Ladders: Part- I Scaffolds
6	IS: 3696 (Part-II) -1991	Safety code for scaffolds and Ladders: Part –II Ladders
7	IS: 4082 -1977	Recommendations on stacking and storage of construction materials at site (First revision)
8	IS: 4130-1976	Safety code for demolition of building (First revision)
9	IS: 4912-1978	Safety requirements for floor and wall openings, railings and toe boards (First revision)
10	IS: 5916- 1970	Safety code for constructions involving use of hot bituminous materials
11	IS: 7205 -1974	Safety code for erection of structural steel work
12	IS: 7969 -1975	Safety code for handling and storage of building materials
13	IS: 8989 -1978	Safety code for erection of concrete framed structures
14	IS: 7293 -1974	Safety code for working with construction machinery
15	IS: 2212 -1991	Pipe lines –Identification –Colour code
16	IS: 5216 -1982	Recommendations on safety procedures & practices in Electrical works (Part -I & II)
17	IS: 875 -1964	Code of practice for structural safety of buildings and loading standards
18	IS: 10386 -1983	General aspects Part-1 -1983, Part-2 -1982, Part-6 -1983, Part-10 -1983- Amenities, Protective clothing and equipment, construction, storage, handling, detection and Safety measures for gases, chemicals and flammable liquids
19	IS: 10500-2012	Drinking water (Specification)
20	IS: 10291 -1982	Code of dress in civil engineering works
21	IS: 2925-1984	Safety helmets
22	IS: 1179-1967	Welding helmets
23	IS: 7524 -1979 (Part-I)	Safety goggles
24	IS: 9167 -1979	Ear muff /Ear plugs
25	IS: 6994 -1973 (Part-I)	Canvas hand gloves, Cotton hand gloves, Chrome leather gloves
26	IS: 4770 -1991	Rubber hand gloves tested for 15,000 volts
27	IS: 3521 -1999	Full body safety harness
28	IS: 11057 -1984	Specification for Industrial safety nets
29	IS: 13415 -1992	Protective Barriers in & around buildings (Code of safety)

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30	IS: 13416 -1992	Preventive measures against Hazards at work places-Recommendations part-I Falling materials hazards Prevention part-I
31	IS: 13416 -1992	Preventive measures against Hazards at work places-Recommendations part-II Fall Prevention
32	IS: 15298 -2011 (Part 1&2)	Personal Protective Equipment -Safety shoes
33	IS: 12254 -1993	Poly vinyl chloride (PVC) industrial boots
34	IS: 5557:2004	Industrial and Protective Rubber knee and Ankle boots
35	IS: 2878 -2004	Co2 Type fire extinguisher
36	IS: 2171 -1999	Dry chemical powder fire extinguisher
37	IS: 13849 – 1993	Fire extinguisher for ABC fires
38	IS: 10204-2001	Mechanical Foam type extinguisher (Foam used shall conform to IS: 4989 -1974 and Co2 cartridge shall conform to IS: 4947 -1985)
39	IS: 3786 -1983	Methods for computation of Frequency rate and Severity rates for Industrial injuries and classification of Industrial accidents (First revision)

**c. The Sub-contractors need to**

- Attend HSE familiarization program at TBG-HQ with his site management team. This will be a half day long awareness session on HSE requirements and compliances which the agency is supposed to fulfil during contract execution at site. The session shall be taken by TBG HSE department on intimation by TBSM. **(Rev-01)**
- Request for issuance of Form-V in their name from customer on behalf of BHEL
- Get the Labour license registration from concerned Labour office.
- Get the BOCW Registration done along with the labour license.
- Get their labourers registered under BOCW for benefits provided by the office.
- Maintain Seven registers of labours as per BOCW requirement.
- Ensure payment of wages to labours not less than the current minimum wages applicable in the premises.
- Ensure PF deduction of labourers and submission of proof to BHEL office (Wage sheet, ECR & Challan copies) duly signed.
- Submit Labour Payment Certificate by 10th of Every month.
- File timely returns, get renewals done and submit a copy to BHEL office.

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- Get Workmen's Compensation policy before the start of work, covering all the labourers and staff,
  - Policy should clearly mention the project name and location,
  - should be as per labour class and wage.
  - Should cover all the height workers with clear mention of Max. height.
  - Policy should be submitted to BHEL office and renewal before expiry.
- Issue employment card to every worker.

### 3. Labour Welfare and Medical Facilities

#### a. Labour Welfare

1. Declaration of normal working hours and weekly off day, Payment day & intervals
2. Paid rest days & holidays.
3. Payment of overtime @ twice the normal wage rate.
4. No labour shall be allowed overtime >12 hrs/week, limited to 48 hrs/month.
5. Rest and lunch area.
6. Separate Male/Female Toilets and Lavatories, clearly marked in local Language and provided with signage.
7. Cold and clean drinking water facility suitable to strength and near workplace
8. Creche for children of female workers as per BOCW requirements
9. Arranging labour accommodation in hygienic environment with the facilities of Water (Drinking, Sanitation), washing and bathing area, toilets in sufficient nos., clean and safe camps and surrounding, access road, well illuminated camp and roads, mode of contact, transport facility, first aid centre, 24x7 Security etc.
10. Cooking and eating place to be maintained in hygienic condition
11. General awareness of health and hygiene.

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#### b. Medical facilities and Health centres

- Availability of first aid box at every work location and agency office, with contents as per BOCW requirement.
- Emergency vehicle (four wheeler) at work place
- Availability of stretchers in emergency vehicle and in office.
- Trained first aider
- Medical check-up for all the supervisors and workers including cooks, at the time of induction and annually thereafter.
- Tetanus Vaccination for all in every six months.
- Identification and tie-up with nearby reputed hospital(s) and display of their contact number in Emergency contact list.


## 4. House Keeping & Storage

Housekeeping is a continuous process and is the part of work. Agencies shall maintain safe and presentable housekeeping all the time in their respective areas, common work locations and passage areas. Roads, passages, staircases, entrance/exit gates shall always be maintained obstruction free. No material shall be left or stacked at the roof edges. Agency shall make arrangements to remove scraps on regular basis and dispose them at a space provided by customer, clearly fenced and marked by the sub-contractor as **“SCRAP YARD”**. Suitable arrangement like dedicated housekeeping team and tractor/hydra should be identified for this work.

Construction materials like shuttering materials, staging materials, cables, re-bars, cements bags, earthing flats and rods, FF pipes, surplus soil etc should be stored/stacked properly such that it should neither pose threat to safety of man nor should obstruct the free movement of man and machineries.

Every sub-contractor should have separate and well maintained storage area for his own materials, T&Ps, PPEs and BHEL issued materials. Consumables like diesel, cotton, grease, oil, paint, admixtures and other fire potential materials should be stored separately with suitable firefighting facility.

Fire capacity of store area to be assessed and accordingly fire extinguishers shall be planned suiting the class and capacity of fire. Sand heaps may also be stacked in open store yards suitably to use in case of fires.

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## 5. Site Safety

### a. Induction and others safety trainings

Every sub-contractor shall make arrangement to provide induction training as per BHEL and/or customer requirement on a pre-approved and fixed module to all its new inductees irrespective of class or grade of appointment/hire. He shall also arrange the required facilities for induction training such as board, marker, dummy, posters/banners with all the mandatory PPEs.

Sub-contractor shall also arrange for periodic trainings on fire-fighting, first aid, CPR, importance and use of PPEs, electrical safety, hot work safety, Height work safety, confined space, deep excavations and barricading, concreting work safety etc.

### b. Appointment of Safety Officer/Supervisor

Every sub-contractor shall appoint at least one full time qualified safety officer having qualification and experience as specified in Schedule-VIII of BOCW Act-1996. He shall not be assigned any duty/work other than assisting in upliftment of safety practices. He shall perform his duties in accordance with the requirements of Schedule-VIII of BOCW-1996. He shall ensure daily TBT, induction training, health check-up and other such compliances as per HSEP-14 on regular basis. In case of non-appointment, agency shall be penalized as per provisions in clause no. 7.0 of HSEP-14 (HSE Plan for Site Operations (subcontractors)) **(Rev-01)**

### c. Safety organisation, Safety committees and meetings

Safety officer shall report directly to the head of the projects of the sub-contractor management. There shall be some appointed or nominated safety stewards from each sub-group like shuttering, bar-bending, concreting, brick work, material handling, structure erection, cable laying, pipe work, maintenance, batching plant, housekeeping etc.

A safety committee shall be formed including members from different agencies, BHEL and customer covering at-least 50% participation from workers. Safety committee shall meet on weekly basis or as may be decided by customer, outcomes shall be complied as committed.

### d. Personal Protective Equipments.

Unless mentioned otherwise, there will be three mandatory PPEs- Safety shoes, Safety Helmet and Reflective jackets conforming to relevant IS codes as mentioned above.

Every person entering in the project premises shall use above mandatory PPEs.

There will be other PPEs too based on the work requirement like:

Twin lanyard full body harness, fall arresters and life lines for height workers,

Face shield for welders and grinders, Induction helmets and Electrical resistant shoes with FRP/PVC toe for electricians and commissioning engineers, Gum boots for concrete workers and manual excavators, Goggle for gas cutters and grinders, Aprons for welders, shoulder pads for material handlers, Hand gloves – Leather for binders/welders/grinders, certified Rubber gloves

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for electricians, PVC for concrete/cement handlers, cotton-housekeeping team/brick coolies/erectors, cable laying men and other material handlers. Dust mask for cement handlers.

#### e. Material Handling

BHEL as a policy discourages continuous manual handling. Material handling contributes a major portion in the project and hence proper means (mechanical/ electrical powered) should be deployed appropriately for this work. Cranes/Faranas/hydras should not be used for material transportation for long distances(>100m), if such movement is un-avoidable, it must be accompanied by a trained signal man. Long materials should be guided by tagline. Roads for material movement should be free from obstructions. Lifting appliances must be in good condition and must have test/inspection certificates.


Lifting tackles like- D-shackles, chains, ropes, slings, belts shall be periodically inspected and shall have valid test certificate and/or third party inspection certificates.

Painted/galvanized structures/materials to be lifted by adequate capacity nylon belts only.

If a machine undergoes a major maintenance, fresh TPI shall be required before use. Hydraulic/pneumatic machines shall be free from leakages. Daily checklist to be filled and witnessed by the concerned supervisor before start of the work.

#### f. Vehicle/Machinery Documents and other safety requirements

- **Crawler mounted boom cranes/Tyre mounted telescopic cranes/tower cranes**
  1. Valid third party inspection certificate.
  2. Valid Insurance policy
  3. Registration Certificate (if applicable)
  4. Valid Pollution under control (PUC) (if applicable)
  5. Fitness certificate from RTO (if applicable)
  6. Operator's valid license, experience and/or competence certificate.
  7. Swing horn
  8. Reverse horn
  9. Boom aviation light
  10. Approved Load chart (inside cabin)
  11. Fire extinguisher (inside cabin)
  12. First aid kit (inside cabin)
  13. Boom angle indicator
  14. Hook Latch
  15. Reflector strips on around cabin and on boom
- **Loader backhoe (JCB), crawler excavators (Poclairn), Hydra,**
  1. Valid third party inspection certificate.
  2. Valid Insurance policy
  3. Registration Certificate (if applicable)
  4. Valid Pollution under control (PUC) (if applicable)

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5. Fitness certificate from RTO (if applicable)
6. Operator's valid commercial license, experience and/or competence certificate.
7. Reverse horn
8. Approved Load chart (inside cabin) (Hydra)
9. Fire extinguisher (inside cabin)
10. First aid kit (inside cabin)
11. Hook Latch (Hydra)
12. Reflector strips on around cabin and on boom

- **Tipper, Transit mixtures (TM), Self-loading concrete mixture (Ajax Fiori), Tractors**

1. Valid third party inspection certificate.
2. Valid Insurance policy
3. Registration Certificate
4. Valid Pollution under control (PUC)
5. Fitness certificate from RTO
6. Operator's valid commercial Heavy license, experience and/or competence certificate.
7. Reverse horn
8. Fire extinguisher (inside cabin)
9. First aid kit (inside cabin)
10. Reflector strips on around cabin and on body

**Note: 1. Tractors may be allowed with Light Commercial/non-commercial license on customer's consent.**

- **Cars, Taxis, scooters, motor cycles and other public carriers**

- Valid 2/4 wheeler license (as applicable- commercial/non-commercial)
- Registration Challan
- Valid Insurance
- Pollution under control

**g. Man-lifts (Cherry pickers), Scissors Lifts**

1. Trained operator with experience/competence certificate and license
2. Valid third party inspection certificate.
3. Valid Insurance policy
4. Registration Certificate (if applicable)
5. Valid Pollution under control (PUC) (if applicable)
6. Swing horn
7. Reverse horn
8. Boom aviation light
9. Fire extinguisher (inside cabin)
10. First aid kit (inside cabin)
11. Reflector strips on around cabin and on boom

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**Note:**

1. No one shall ride man-lift bucket without safety belt, safety shoes, helmet and reflective jacket.
2. Not more than 3 persons at a time will board in bucket of man-lift (without any heavy materials) including operator.
3. Operator will not leave the machine while persons are elevated and working.
4. No one other than the authorised operator will operate the man lifts/Scissors lifts.

**h. Excavation**

Prior permission/clearance from customer is a must for excavations in areas where underground service services such as gas/water/oil/chemical/electrical lines may be routed. Due precautions shall be taken during excavation in such area. Excavations near water bodies (ponds/canals etc.) shall be done with sand/soil bags ready to plug water from accidental damaged/burst of edges. All the excavations shall be done by either step cutting (min. 600mm step at every 1.5m depth) or slope cutting at 1:2(X:Y axis) (or greater depending upon the soil condition). Where step cutting/slope cutting is not possible due to space constraints, shoring/shuttering or sheet piling to be used to check collapse of soil.

Excavated soil shall be stacked away from edge of the pit, at-least 1.5 meters or half of the depth whichever is higher. Height of the stack shall not exceed 2m in height.

Ramps shall be provided for access of the workers in large pits and ladder of metal/good built for small pits. Ladders shall be of sufficient length protruding at least 1m above the ground level.

Pumps of adequate capacity shall be available for pumping out of water. No lone worker shall be allowed to work in any excavation. Overloaded vehicle shall not be allowed near excavated pits.

**i. Bar bending and Binding**

Bar bending machine shall be installed under shed/roof. It shall be properly earthed and maintained for operation. Housekeeping of the area shall be team's responsibility on daily basis. All be bar benders shall be given hand gloves (leather/cotton) in addition to mandatory PPEs. Scrap shall be segregated and moved to scrap yard on regular basis. Bar bending station shall be located away from Main plying roads/passages. The station shall be well illuminated, shall have a maintained first aid kit and potable water. Station shall be located in such a way that the movement of the material be minimised.

**j. Concreting**

**No electric vibrators** shall be allowed to use. All the concrete workers shall be issued gum boots, safety helmets, reflective jackets and PVC hand gloves. Free fall of concrete from chute shall not exceed 1m in height. Heavy machineries/ vehicles shall be kept at least 2m away from the edge. Emergency vehicle shall be available near concreting work. Late night works shall be avoided, if it is unavoidable, a prior permission from BHEL/Customer is mandatory.

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#### k. Welding, Gas Cutting & other hot works

**Welding:** Only experienced welders should be deployed for welding jobs. Welders shall be provided with apron, hand gloves, arm pads, leg pads, face shield and safety shoes. Welding leads shall be joint less and insulated. Power input point shall be fully covered at machine.

**Gas cutting:** If LPG is being used, domestic cylinder is strictly prohibited inside the project premises, (not allowed for site kitchen too). Hose pipes shall be in good condition without cracks, cuts, punctures or joints. Ends should be clamped with worm clamps. Dial gauges shall be of good quality and duly calibrated. Flash back arresters is a must for both oxygen/acetylene or LPG/Oxygen combination. Cylinders shall be stored, transported and used in vertical position only. When not in use, they shall be capped. Empty and filled cylinders to be stored separately with distinct marking.

Cylinders shall neither be rolled on the ground nor thrown during loading/unloading.


**Grinding:** Grinder shall be given clear glass face shield, apron, safety shoes, ear muffs and hand gloves. Grinder machines shall have wheel guard. Plug tops to be used for power connection preferably three wire type. Only trained persons shall be allowed to use grinders, abrasive cutters. Electrical connection shall be free from cuts, joints etc.

#### l. Erection & Height Work

Only trained fitters and experienced helpers shall be engaged in erection work. Step bolts of lattice towers shall be checked for full tightness with spring washers before use. Height pass shall be issued to the identified group of erectors who have passed medical test and have working experience at height. Name of such workers shall be displayed at appropriate place. These workers only shall be allowed to work at height. Height work shall not be permitted in high wind/bad weather condition, during raining or in night/dark.

#### m. Electrical Safety

BHEL usually provided single point power source and sub-contractors draw power from there. Otherwise agencies make their own arrangement for construction power like DG sets etc. Sub-contractors shall submit their load requirement (amperage & phase) to BHEL before start of work. Accordingly, they shall make arrangements to draw power and distribution arrangements too in a safe way. MCCBs and HRC fuses to be put in circuit for short circuit and overload protections and RCCBs of 30mA sensitivity to be put at each distribution panel for human safety. Earthing pits shall be installed at each distribution point and maintained below three Ohm resistivity which shall be inspected randomly. The distribution points shall be clean, free from vegetation and water logging, easily accessible and covered/protected from three sides and top for rain. Earthing of DBs shall be done by 25x3mm GI flats connected from proper earth pits. Insulation mat, PVC Sheet/Wooden plank to be placed before DBs as platform. DB Sheds shall be legibly marked with name of agency, contact no of electrician and SLD of that DB. Only industrial plugs and sockets shall be allowed. Three wire (Phase, neutral and earth) system shall be used for tools, lights and machineries and two wire power draw shall be strictly prohibited. PTW and LOTO system shall be maintained to work on LT system. Name and contact no of authorised electricians who will be responsible of electrical power facility maintenance shall be submitted to BHEL by Agencies. Unauthorised sharing of power from one agency to other is strictly prohibited. Electricians shall use standard PPEs and insulated tools only. Standard and tested/certified discharge rods to be used in the areas where there is a possibility

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of residual current or induction charge. The induction rod to be connected to the earth first and removed in the last. Induction helmets only to be used in the charged area. Electricians to be provided with electrical resistant safety shoes having FRP/PVC toe.

#### **n. Dust Gases and fumes**

Sub-contractor shall make arrangements to avoid accumulation of dust fumes and gases. Cement handlers inside store or at batching plant and gravel spreader shall be given effective nose masks and jaggery (at least 200g per person per day). DG sets and other machineries like cranes excavators etc. shall have valid and effective PUC certificate and shall have maintained engine with silencer. No IC engine operated machine shall be used in confined and covered area like hall, sheds, store etc. where accumulation due to lack of ventilation can increase to harmful levels. Dedicated arrangements (tanker or tractor with sprinkler) shall be made by the sub-contractors (individual or jointly) to continuously subside the dusts arising out of the movement of the vehicles roads/passages. Welding activities near roof accumulates harmful gases. Welders in such positions shall be provided with effective masks conforming to IS standards.

#### **o. Vehicular Traffic**

Speed limits defined within the premises shall strictly be followed by the drivers/commuters of construction as well as other vehicles.

Every construction machinery, man-lift shall display the name, contact no and passport size photograph of the authorised operator (There can be one or more authorised operators).

No one other than operator and co-operator shall sit inside the cabin of any construction machine while it is working.

Construction machineries (tractor, trucks, tippers, JCBs, hydra, Fassi cranes etc. shall never be used as mode of public transport. Machineries like Ajax Fiori and hydra shall not be driven in back direction except for small distances. No overloaded vehicle shall be permitted entry in the project premises.

Over speeding shall be reported and driver/operator shall be barred from entry or shall be penalised.

Drunken drivers shall be barred from entry in the project.

Carrying harmful weapons like knives (>6"), guns etc. shall permanently disqualify the person from entry in project premises.

#### **p. Barricading and floor openings**

Every pit deeper than 4 feet (1.2m) shall be barricaded immediately after excavation and will remain barricaded till backfilling.

Pits/trenches drains near roads, passages whether temporary or permanent shall be hard barricaded and well illuminated. Roof edges and openings shall be strictly hard barricaded and illuminated. Height works like masonry works, structure erection, erection by cranes, Lattice tower/beam erection areas shall be barricaded to restrict entry. Areas under charging/commissioning shall be barricaded and caution boards shall be displayed on newly charged areas.

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#### q. Scaffold & Ladder

**No bamboo/wooden scaffold** shall be allowed to be used. Only tubular steel scaffolds with couplers conforming to the relevant IS codes shall be allowed with base plates. Standard steel or wooden planks to be used as platforms and no packing materials shall be used. All the platforms shall be built with provisions of **top rail at 1m height, mid rail at 0.5m height and toe boards of min 6" height** at floor level. Minimum width of platform shall be 900mm and if wheel barrow is to be used then 1200mm. Means of access to be provided in the form of ladders, ramps or staircase. Multilevel work platforms or those platforms having passage underneath shall be provided with safety net, screen or canopy at each level for protection from falling objects. Platforms shall be free from concrete, debris or other materials. Platforms shall not extend out of the putlogs and shall be secured and fastened. Decking shall be made non-skidding.

Scaffolds under erection shall be tagged "**RED**", under repair/maintenance/inspection shall be tagged "**YELLOW**" and ready for use shall be tagged "**GREEN**"

Only metal ladders in the construction site and FRP ladders in charged areas shall be allowed. Ladders made from packing materials shall not be used. Ladders shall be securely fixed at bottom, top and long ladders at middle points too at an interval not more than 2400mm and must have a landing at every 6m. Inclination angle should be approximately 1:4 (X:Y) or 75deg. Ladder must extend at least 1m above the platform/access area. Gap between two rungs shall not exceed 300mm. Portable ladder should not be more than 4m in length. Minimum width of the ladder shall not be less than 300mm.

Use of Mobile aluminium scaffold is preferably advisable for erection of transformers/reactors.

#### r. Illumination


The sub-contractor shall ensure that the areas such as work stations, buildings, batching plants, passages/roads, stores, rest areas, power sources, staircases etc. are illuminated sufficiently to make safe work conditions at site and shall not be less than the relevant IS standards. Excavations/ below ground level structures near passages/roads shall also be sufficiently illuminated.

#### s. Safety banners/posters, caution boards

Sub-contractors shall display boards and banners in sufficient quantity having safety signs, slogans, important messages, pictures, cautions at prominent locations to promote safety and spread awareness for important precautions such as "Deep Excavation Ahead", "Speed Limit", "Charged Area", "Do not operate", "Hard hat area", "No smoking Zone" etc. Boards containing messages of Emergency contacts, First aid facility, rates of minimum wages, working hours, rest day etc. should be displayed at specific areas.

#### t. Waste management and disposal

Sub-contractor shall make suitable and effective arrangement to remove waste material from site on regular basis and store them in an identified and safe location. Disposal of wastes shall also be done as per manufacturer's instructions or as per the guidelines laid by legal authorities. Re-bars, Cement bags, packing material (wooden/metal/plastic/paper), paint, oil, grease, cables (armour, sheathing, insulation), civil debris, metal chips, GI sheet scraps, batteries etc. are the common waste materials. Sub-contractor

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shall arrange disposal of the hazardous wastes/materials in conformance to the legal and contractual requirements only.

**u. Inspection of PPEs, T&Ps, Machineries and lifting appliances**

All the PPEs, T&P and lifting appliances purchased newly by sub-contractors shall have test certificates which shall be submitted to BHEL office periodically or on demand. There shall be at least monthly joint inspection schedule for inspection of healthiness of all the PPEs, T&Ps and lifting appliances. All the lifting appliances shall be tested and examined by a competent person before taking into use for the first time or after it has undergone any alterations or repairs liable to affect its strength or stability

and also once at least in every twelve months. To confirm quality of the PPEs as per the relevant IS codes, BHEL may ask sub-contractors to get any or all types of PPEs tested through NABL approved lab as per relevant IS codes. At any stage, the 100% cost of such tests shall be in the scope of respective sub-contractors.

**v. Cable Laying**

Sub-contractor shall ensure cable trenches free from water, mud, debris, snakes, Scorpios, lizards before start of the work in trenches. Cable drum rollers shall be used to pull cables out of drums to avoid twisting of cables. Hand gloves, Safety shoes/gum boots, reflective jackets, safety helmets shall be provided to the workers. Cable laying area shall be well illuminated.

**w. Fire Protection**

Every sub-contractor has to maintain their working area, store and office area free from bushes. Stacking of flammable materials like wood, paper, plastic, paint, oil, grease, fuel, cotton, gases etc. at isolated place disconnected from other storage and office areas. Adequate arrangements of firefighting means like suitable extinguishers, fire/water buckets, water tanks, sand dunes etc. shall be made by the agency depending upon the fire capacity assessed or as per MSDS. Fire drills and trainings on how to operate fire extinguishers and how to react in case of fire breakouts shall be the part of regular training program. Guards and store persons must be a regular participant of such training programs. A list of trained firefighting persons and periodicity of such training programs shall be submitted to BHEL by every agency and same to be adhered. Sufficient number of fire extinguishers with suitable class shall be placed at such locations where there can be fire hazard like stores, pantry, office, DG set, electrical distribution panels etc.

**x. Fencing of exposed rotating parts**

Exposed rotating parts poses great threat to the person in vicinity. Such parts need to be fenced/covered. Guards are mandatory of grinders, abrasive cutters. Flywheels of the engines of heavy machines, Diesel engines, DG sets need to be covered. Electric winch machines, pulleys, chains, shafts, exhaust fans at reachable height, table fans, need to be caged/fenced. Such fencing/guard shall not be removed while machinery is in operation.

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#### y. Emergency preparedness response plan and periodic mock drills.

Sub-contractor shall comply JSA (Job Safety Analysis) and arrange to mitigate the effects of identified possible hazards. He shall also define following in response to emergency preparedness:

An emergency assembly point and put a board of the same with information to all in induction training.

Have facility of ambulance or tie-up with nearest hospital for service in minimum possible time (Max-30min) if there is not ambulance inside the premises.

Ensure availability of emergency vehicle with driver all the time at site during work.

Conduct mock-drills on possible risks like electrocution, fall from height, fire, heat stroke etc., record responses and take photographs to submit in BHEL office. Stretchers availability in emergency vehicle or at work place should be well accessible. Provide fire extinguishers of right type at right place in right quantity with information to all. Display emergency contact nos. to various risk locations and at office, service building or at major work locations. Provide first aid training by doctors for and display names of such trained first aiders and fire fighters. Rescue kit with trained staff or man lift or both to rescue a man hanging by safety belt at height. Provide running water tap near chemical storage and handling points. Agencies shall follow emergency response plan prepared by BHEL in each area of work, store and office.

#### z. Safety reports & Reporting of accidents

BHEL will provide "formats and checklists" for the purpose of records/documents pertaining to the compliance of aforesaid clauses. Agencies shall be responsible for strict adherence and compliance for timely generation and fill-up of the checklists and reports. These shall be submitted on weekly and monthly basis as specified in the formats.

Agency shall also promote such an environment that the near misses, incidents and accidents are reported by every person, whosoever witnesses them. These shall help in analysing the trend and taking measures in reducing/stopping the accidents/incidents. Initial reporting can be in any form-by call, SMS, WhatsApp, e-mail, letter etc.

Major and fatal accidents or high potential incidents shall be investigated for route cause and outcomes shall be immediately implemented to check recurrences.

## 6. General conditions and penalty clauses

Following are the general conditions:

PPEs shall not only bear the ISI mark but also be conforming to the required standards, 100% compliance of the PPEs is mandatory.

Over speeding of vehicles shall attract penalty/notice and recurrence will attract debarring from entry into project premises.

Hiding of facts like incidents, accidents, fake/forged reports/certificates shall also attract penalty/ notice or both. Only approved third party agencies shall be allowed to inspect the machines, T&Ps. Reports shall directly be sent to BHEL/customers by the third parties.

Insurance and TPIs to be renewed before expiry. Machines, T&Ps shall not be allowed to work if renewal delayed. Continuity of WC policy to be maintained religiously by the respective agencies.

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Agency shall submit the status report of his labour license, BOCW registration, WC Policy, insurance & TPI validity on monthly basis with list of machineries and T&Ps

Sub-contractors shall also maintain a buffer stock of all the PPEs in at least 20% excess to the present strength of the work force.

If construction power is not drawn as per the guidelines laid in clause no. 5(m), given above, BHEL may take-up this work at the risk and cost of the agency and/or may withhold a sum of min. Rs. 50,000/- (Rs. Fifty Thousand) or more as the site in-charge deems fit till the system is aligned as per aforesaid requirement.

Agencies shall be responsible for the compliance of the above requirements. Failure in one or more clauses/area shall attract a notice or monetary penalty or a combination of above.

Monitory penalty will be

- Rs. 1000/- per person/incident per day for non-conformity in above areas.
- A Major/severe accident shall attract a penalty of Rs. 2,00,000/- per head
- Fatality or permanent disability with total loss of earning capacity, if any, will attract a penalty of Rs. 5,00,000/- (Rs. Five Lakh).
- Further fatality/permanent disability shall attract double the last penalty imposed on the agency.
- Above penalties are exclusive of medical expenses of the victim or compensation to the family through insurance policy (WC Policy or group insurance).
- **Penalties imposed by customer shall be fully transferable to the sub-contractor. In the event of above cases, penalties shall be imposed whichever will be higher.**
- Evaluation of agency's performance on HSE compliance shall be done as per BHEL guide lines/system.

### Revision History

Revision Date	Revision No.	Old Text	New Text	Reason	Revised by (with sign)
03.05.2019	00	N/A	Full Document	New Release	
12.10.2021	01	Nil	Attend HSE familiarization program at TBG-HQ with his site management team. This will be a half day long awareness session on HSE requirements and compliances which the agency is supposed to fulfil during contract execution at site. The session shall be taken by TBG HSE department on intimation by TBSM. (at page no. 5)	For better understanding of HSE requirements to agency. (HSE Review meeting dated 23.08.2021)	
12.10.2021	01	Edition	Inclusion of penalty provisions in case of non-deployment of safety person(page-8)	Introduction of HSEP-14	

-:End of Document:-

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**SECTION- A**

**GENERAL**

**INSTRUCTIONS TO**

**TENDERERS**



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**SECTION - A**

**GENERAL INSTRUCTIONS & INFORMATION FOR TENDERER**

**A.1.0: PROCEDURE FOR SUBMISSION OF TENDERS**

Bidder has to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://eprocurebhel.co.in>

**Procedure for Submission of Tenders through e tendering :** The tender is also floated online through our E-Procurement Site <https://eprocurebhel.co.in> . The bidder may respond by submitting their offer online in our e-Procurement platform at <https://eprocurebhel.co.in>

Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted online EXCEPT EMD (which shall be submitted in physical form (as described in NIT cl. No.1) above as mentioned below:

**a. Technical Bid (Un priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the **attached Price Bid format online on e-tender portal**.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

c. Uploading of the price bid in prequalification bid or technical bid may **RESULT IN REJECTION** of the tender.

d. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**A.2.0: PROCEDURE FOR EVALUATION OF PRICE BIDS:**

The following shall be Evaluation *Procedure* of the prices offered: -

Payment terms, Completion Schedule and other contractual terms & conditions shall be as per Tender Specifications.

No deviations are acceptable. Offers with deviations are likely to be rejected.



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However, if the bidder insists on any technical or commercial deviations from the specifications and / or tender conditions, **the price implication, if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope** super-scribed "Price implication for withdrawal of deviations". No price implication for withdrawal of deviation shall be accepted at a later date, after opening of technical bid.

The offers of new vendors may not be considered even after opening of price bid if the vendor is not found suitable on final assessment.

- A.3.0 This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed & sent in a sealed cover superscribing the name of work as given in the tender enquiry.
- A.4.0 The tender shall be addressed to: OFFICER INVITING THE TENDER AS INDICATED IN THE TENDER ENQUIRY.
- A.5.0 DELETED
- A.6.0 Tenders shall be opened by the concerned officers of BHEL at the time, date and venue as specified in the tender notice.
- A.7.0 The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- A.8.0 Before tendering, the tenderer are advised to inspect the site of work & the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the grounds of lack of knowledge.



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- A.9.0 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- A.10.0 The tenderer shall quote the rates in English Language and international numerals. Total price offered should be entered in figures as well as in words. In case of difference in price between words & figures, the price in words will be treated as valid price. For the purpose of the tender, the metric system of units shall be used.
- A.11.0 All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- A.12.0 **DATA TO BE ENCLOSED:**
- A.12.1 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall be attached.
- A.12.2 IN CASE OF INDIVIDUAL: His full name, experience, address and nature of business.
- OR
- IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with address and their experience. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.
- OR
- IN CASE OF COMPANIES: Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
- A.12.3 Three years financial turn over (certified), present commitments with all orders in hand, value of total order, value completed, and balance with completion dates as per ANNEXURE-A.



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**A.12.4 ORGANIZATION CHART & METHODS STATEMENT:**

The organization pattern and the manpower that are totally available with him & that will be deployed by the tenderer for this work in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, Skilled and Unskilled Workers etc. as per proforma at ANNEXURE-B shall be submitted. Work schedule (detail bar chart) and a methods statement showing how the contractor proposes to mobilise (considering the difficulties in work that may be encountered) and complete the jobs giving an idea of extent of proposed mechanisation for the execution of the jobs shall also be submitted along with ANNEXURE-B.

A.12.5 A list of machines, tools and tackles that the tenderer is having and those that will be deployed on this job giving proof of ownership or any tie-up of equipment as per proforma enclosed at ANNEXURE-C.

A.12.6 Analysis of unit rate quoted as per proforma enclosed at ANNEXURE-D.

A.12.7 Declaration sheet as per proforma enclosed at ANNEXURE-E.

A.12.8 Check-list as per proforma enclosed at (ANNEXURE-F).

A.12.9 Certificate from Schedule Bank to prove his financial capacity to undertake the work or Solvency Certificate from the concerned Government Authority.

A.12.10 A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

A.12.11 In addition to the above, the particulars required elsewhere in the tender documents.

A.12.12 NOTE: In terms of clauses A.12.1 to A.12.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.



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**A.13.0 EARNEST MONEY DEPOSIT: For EMD Clause Please refer Annexure to GCC for Civil work**

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT

**1. Mode of EMD deposit:**

EMD can be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in tender document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'BHEL' and payable at New Delhi (Along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by schedule Banks/Public Finance Institutions as defined in the companies ACT (FDR should be in the name of the contractor, a/c BHEL
- v) In case total EMD amount is more than Rs. 2 Lakh, the amount in excess of Rs. 2 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

No other form of EMD remittance shall be acceptable to BHEL.

**2. Forfeiture of EMD**

EMD by the bidder will be forfeited as per NIT conditions, if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.

3. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.

4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

5. EMD shall not carry any interest.

6. EMD of successful bidder shall be retained as part of Security Deposit.

7. Bidders may please note that "One Time EMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as 'One Time EMD' with BHEL are also required to submit the requisite amount of EMD.

**8. No MSE benefits shall be given to MSEs bidder for WORKS CONTRACT. Please refer clause no. P (facilities provided to MSEs) for detail.**

**A.14.0 AUTHORIZATION AND ATTESTATION:**

Tenders shall be signed by persons duly authorized/empowered to do so. Certified copies of such authority & relevant documents shall be submitted along with the tenders.



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**A.15.0 VALIDITY OF OFFER:**

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF **FOUR MONTHS** FROM THE DATE OF OPENING OF TENDERS. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

**A.16.0 EXECUTION OF CONTRACT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The successful tenderer shall be required to execute an agreement in the prescribed form as per ANNEXURE-G with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority if necessary, shall be borne by the contractor.

**A.17.0 SECURITY DEPOSIT: **For Security Deposit clause Please refer Annexure to GCC for Civil work****

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

1. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5% of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

**2. Mode of Security deposit:**

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

“Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest”.

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit is enclosed.
- iv) 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 and duly discharged on the back.
- v) Securities available from Indian 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 endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

**(NOTE: 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)**



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**3. Submission of Security Deposit:**

i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

ii) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or it shall be recovered from payment/s due to the Contractor.

iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.

4. The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

5. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.

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

**7. Conditions for acceptance of bank guarantees**

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalized Bank	Sl. No.	Public Sector Banks
1	Allahabad bank	20	IDBI
2	Andhra bank		
3	Bank of Baroda		<b>Foreign bank</b>
4	Canara Bank		
5	Corporation bank	21	CITI Bank N.A
6	Central bank of India	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank		
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank
19	Vijaya Bank		



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Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

**The Bank Guarantees of Co-operative banks shall not be accepted.**

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

**In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.**

**1. RETURN OF SECURITY DEPOSIT:**

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed proforma as per ANNEXURE-J, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

A.18.0 No interest shall be payable by BHEL on EMD, Security Deposit or on any money due to the contractor.

**A.19.0 REJECTION OF TENDER & OTHER CONDITIONS:**

A.19.1 The decision of 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 Tenderer.
- (c) To award the work in part.
- (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.



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- A.19.2 Conditional and unwitnessed tenders, tenders containing absurd or unworkable rates & amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- A.19.3 In case of any adverse information is received concerning performance, capability or conduct of the tenderer after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
- A.19.4 Offers with inadequate Tools & Plants, Manpower Deployment Plan, Method Statement are liable for rejection.
- A.19.5 In case the present commitments of the tenderer is such that award of further work is likely to affect performance in the work under this tender, its offer is liable for rejection.
- A.19.6 Offers from tenderer are liable for rejection if the tenderer is not found suitable after preliminary/ final assessment by BHEL.
- A.19.7 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- A.19.8 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- A.19.9 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money/Security Deposit/any other moneys due.
- A.19.10 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resorts to canvassing are liable to be rejected.



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- A.19.11 Should a tenderer or contractor or in the case of a firm or company of contractors/ one or more of its Partners/ Share holders/ Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing this, BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
- A.19.12 The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- A.19.13 NO DEVIATIONS ARE ACCEPTABLE. OFFERS WITH DEVIATIONS ARE LIKELY TO BE REJECTED. HOWEVER, IF THE BIDDER INSISTS ON ANY TECHNICAL OR COMMERCIAL DEVIATIONS FROM THE SPECIFICATIONS AND / OR TENDER CONDITIONS, **THE PRICE IMPLICATION, IF ANY, OF WITHDRAWING THE DEVIATIONS MUST BE SUBMITTED ALONG WITH THE PRICE BID IN A SEPARATE SEALED ENVELOPE SUPER-SCRIBED “PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATIONS”.** NO PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATION SHALL BE ACCEPTED AT A LATER DATE, AFTER OPENING OF TECHNICAL BID.



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**ANNEXURE - A**

**DETAILS OF WORK EXECUTED/BEING EXECUTED**

**A) WORK EXECUTED**

Sl. No.	Financial Year	Customer	Description of work	Total order value	Remarks

**B) WORK BEING EXECUTED**

Sl. No.	Customer	Description of work	Total Value	Value of the portion completed	Actual start date	Expected completion date	Remarks

(SIGNATURE OF TENDERER)  
WITH STAMP



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**ANNEXURE - B**

(A) **PROPOSED MANPOWER (ENGINEERS/ SUPERVISORS) RESOURCES FOR EXECUTION OF WORK**

Sl. No.	Name of the staff	Qualification	Experience in years	Remarks

(B) **MONTH WISE MANPOWER DEPLOYMENT PLAN**

Sl. No.	Category	Indicate No. of persons to be deployed in each month								
		1st	2nd	3rd	4th	5th	6th	7 <sup>th</sup>	8 <sup>th</sup>	and so on

(C) **Total man days planned to be deployed for the work ..... Man days**

(SIGNATURE OF TENDERER)  
WITH STAMP



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**ANNEXURE - C**

(A) **STATUS OF TOOLS, PLANTS & INSTRUMENTS**

Sl. No.	Name of Equipment	Quantity owned	Registration No.	Documents enclosed for proof of Ownership / tie-up	Present Location	Quantity proposed to be deployed for this job

B) **MONTH WISE TOOLS, PLANTS & INSTRUMENTS DEPLOYMENT PLAN**

Sl. No.	Description of Tools, Plants & Instruments	Indicate Nos. to be deployed in each month							
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	and so on

(SIGNATURE OF TENDERER)  
WITH STAMP



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**ANNEXURE - D**

**ANALYSIS OF UNIT RATE**

Sl. No.	Description	Percentage of the unit rate	Remarks
01.	Salary and wages for staff and works		
02.	Materials a) ..... b) ..... c) ..... d) .....		
03.	Depreciation and maintenance for Tools and Plants		
04.	Depreciation and maintenance for other items		
05.	Establishment and administrative expenses of site		
06.	Overheads		
07.	Profit		

(SIGNATURE OF TENDERER)  
WITH STAMP



**ANNEXURE - E**

**DECLARATION SHEET**

I ..... hereby certify that all the information and data furnished by me with regard to this Tender Specification No..... are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.

I further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

**TENDERER'S NAME AND ADDRESS**

**AUTHORISED REPRESENTATIVE'S SIGNATURE WITH NAME AND ADDRESS**



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**ANNEXURE - F**

**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

- |     |  |   |         |
|-----|--|---|---------|
| 1.  | Name & Address of the Tenderer   | : |         |
| 2.  | Phone/Fax No. (Office)   | : |         |
| 3.  | email ID   | : |         |
| 4.  | Name & designation of the official of the tenderer to whom all the references shall be made  | : |         |
| 5.  | Tenderer's Proposal No. & date   | : |         |
| 6.  | Whether EMD submitted (by cash/ Bank Guarantee/Bank Draft)                                   | : | By..... |
| 7.  | Validity of offer/rates quoted for six months from the date of opening of tender             | : | Yes/No  |
| 8.  | Attested copy of power of attorney as per Clause-A.12.1                                      | : | Yes/No  |
| 9.  | Solvency Certificate submitted as per Clause-A.12.9  | : | Yes/No  |
| 10. | Income Tax/Sales Tax Certificate submitted as per Clause-A.12.10                             | : | Yes/No  |
| 11. | Details of work executed/being executed as per Annexure-A                                    | : | Yes/No  |
| 12. | Month wise & Category wise manpower deployment plan as per Annexure-B                        | : | Yes/No  |
| 13. | Status of Tools, Plants and Instruments & their month wise deployment plan as per Annexure-C | : | Yes/No  |
| 14. | Analysis of unit rate quoted as per Annexure-D   | : | Yes/No  |
| 15. | Declaration sheet as per Annexure-E  | : | Yes/No  |
| 16. | Request for registration (for new tenderers) submitted                                       | : | Yes/No  |

Date .....

(SIGNATURE OF TENDERER)  
WITH STAMP

WITNESS : (Signature with full particulars)

1.

2.



**ANNEXURE - G**

**PROFORMA FOR CONTRACT AGREEMENT**

CONTRACT NO. :  
LETTER OF INTENT NO. :  
WORK ORDER NO. :

1. The Contract Agreement entered into the day of ....., 20... (..... day of .....two thousand and..... ....) at New Delhi, between M/S BHARAT HEAVY ELECTRICALS LIMITED, TRANSMISSION BUSINESS GROUP, New Delhi , having its Registered Office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called the FIRST PARTY which expression shall include their executors, administrators, successors and permitted assigns)

AND

M/S ..... (hereinafter called the SECOND PARTY which expression shall include their executors, administrators, successors and permitted assigns).

2. And whereas the FIRST PARTY called for the offer for the work of..... as per approved specifications, drawings and quality plan at ..... as per Tender Specification No..... , dated .....
3. Whereas the SECOND PARTY submitted their offer No. .... dated ..... against above.
4. Whereas the FIRST PARTY has accepted the offer referred to above & issued Letter of Intent No....., dt..... and also detailed Work Order No...., dt .....
5. Whereas the SECOND PARTY has agreed to work as Sub-Contractor of the FIRST PARTY on the conditions specified in the Tender Specifications at a contract price of Rs..... (Rupees.....) at .....
6. Now, therefore it is hereby mutually agreed to by and between the parties hereto as under :
- a) The SECOND PARTY shall execute the works of ..... at ..... on the conditions specified in Tender Specifications of FIRST PARTY and Letter of Intent referred to herein before at a total contract price of Rs..... (Rupees .....)
- b) That the SECOND PARTY shall organise all activities and mobilisation of facilities so that the work specified herein before is completed by .....as per the time bound programme mentioned in the Tender Specifications.



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- c) That all disputes arising out of or relating to this agreement shall be referred to the sole Arbitrator as per arbitration clause mentioned in the Tender Specifications. The Arbitrator from time to time with the consent of the parties enlarge the time for making and publishing award without reference to the court for the purpose.
- d) That the jurisdiction in all suits or claims arising out of this agreement shall be of New Delhi Courts only.
- e) The Following documents shall form part of this agreement: -
- i)
  - ii)
  - iii)
  - iv)
  - v)
  - vi)
7. Deviation Limit : The contract value is subject to deviations depending upon the actual requirement within plus or minus 30%. Quantities of individual items may vary to any extent or may get deleted.
8. Terms of Payment : The terms of payment applicable to this contract shall be those covered under Point No.... of Work Order dt. .... and as per Tender Specifications.
9. Abandoning the work : In the event of the SECOND PARTY abandoning the work, FIRST PARTY reserves the right to get the unfinished work done at the risk and cost of the SECOND PARTY.
10. All other terms and conditions shall be as stipulated in the Tender Documents.
11. This contract agreement consists.... pages.

IT WITNESS WHEREOF, the parties have signed this agreement on the date, month and year first above written in presence of

For and on Behalf of  
(FIRST PARTY)

WITNESS (WITH ADDRESS)

For and on Behalf of  
(SECOND PARTY)

- 1.
- 2.



**ANNEXURE - H**

**PROFORMA FOR BANK GUARANTEE (FOR SECURITY DEPOSIT)**

1. In consideration of the Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Industry Sector-TBG, New Delhi hereinafter called BHEL, having agreed to exempt..... (hereinafter called "the said contractor(s)") from the demand, under the terms and conditions of the LOI/WO, dated ... made between BHEL and M/s..... for the work ..... of (Name of work) (hereinafter called "the said Agreement") of Security Deposit / mobilisation advance for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.... (Rupees..... only). We, .... (indicate the name of the Bank) (hereinafter referred to as "Bank") at the request of the contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of a breach by the said contractor(s), of any of the terms of conditions contained in the said agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of breach by the said contractor(s) of any of the terms or condition(s) failure to perform the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, ..... (Indicate the name of the Bank) undertake to pay BHEL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to, our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We, ...(indicate the name of the Bank) further agree that the guarantee herein after contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement & that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the



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said agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) & accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before..... we shall be discharged from all liability under this guarantee thereafter.

5. We,.....(indicate the name of the Bank) further agree with BHEL that BHEL shall have the fullest liberty without our consent & without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by BHEL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, .....(indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

Dated the ..... Day of .....20...

For .....(indicate the name of the Bank)

WITNESS : 1)

2)

(SIGNATURE OF BANK REPRESENTATIVE WITH SEAL)

**NOTE**

1. The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banks Association and the Ministry of Finance, Government of India as circulated by Indian Banks Association, Bombay vide their letter No. LA/14-61/808, dated 01.05.1980.
2. As such no deviations are acceptable.



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**ANNEXURE – I**

**PROFORMA FOR PERFORMANCE GUARANTEE**  
**(to be used in appropriate value non - judicial stamp paper)**

1. This deed of guarantee made this ..... day of ..... 20... by ..... Bank Limited ..... in favour of Bharat Heavy Electricals Limited having their registered office at BHEL House, Siri Fort, New Delhi - 110 049.
2. Whereas M/s ..... (hereinafter called the CONTRACTOR / SELLER have entered into a Contract bearing No. .... dated..... (hereinafter called the CONTRACT) for supply / civil works /erection, testing and commissioning of M/s Bharat Heavy Electricals Limited (hereinafter called the COMPANY).
3. And whereas the said CONTRACT Inter - alia provides that the CONTRACTOR / SELLER shall pay to the COMPANY a sum of Rs. .... only towards Performance Guarantee in the form and manner therein specified.
4. And whereas the SELLER / CONTRACTOR have approached ..... Bank Limited (hereinafter referred to as the GUARANTOR) and at their request 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:**

5. The GUARANTOR by the hand of Mr. .... and its lawfully and fully constituted attorney and do hereby guarantee the due and faithful performance of the said CONTRACT and do hereby irrevocably undertake and promise to pay the COMPANY without any demur merely on demand made by them a sum not exceeding Rs. .... only in case the COMPANY sustains any loss or damage by reason of any breach, default by the CONTRACTOR / SELLER of any of the terms, conditions, stipulations or undertakings or any one of them contained in the said CONTRACT and the tender documents attached hereto and for payment of any moneys payable by the CONTRACTOR / SELLER to the COMPANY under the terms and conditions of the said CONTRACT. The decision of the COMPANY regarding the breach, default, loss, damage and payment shall be conclusive and binding in the GUARANTOR, irrespective of the fact whether the CONTRACTOR / SELLER admits or denies such claims or questions its correctness in any court, tribunal or arbitration proceedings or before any other authority.



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6. The COMPANY shall have the fullest liberty without effecting 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 by the SELLER / CONTRACTOR or to postpone for any time and from time to time any of the powers exercisable by its against the SELLER / CONTRACTOR and either to enforce or forbear from enforcing any of 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 reason of time being given to the SELLER or any other forbearance, act or omission on the part of the COMPANY or any indulgence by the COMPANY to the SELLER / 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 / CONTRACTOR from its liability under this Guarantee.
7. This Guarantee shall remain in full force and effect and the GUARANTOR shall be liable under the same irrespective of any concession or time being granted by the COMPANY to the CONTRACTOR in or for fulfilling the said CONTRACT and this Guarantee shall remain in full force irrespective of any change in terms and conditions, stipulations or any variations in the terms of CONTRACT irrespective of whether notice of such change and / or variation is given to the GUARANTOR or not and the claim to receive such notice of any change and or variation of the terms / or conditions of the CONTRACT is hereby specially waived by the GUARANTOR.
8. The GUARANTEE herein contained shall not be determined, prejudiced or effected by the liquidation or winding up or insolvency of or change in the constitution of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become payable to the COMPANY are paid in respect of any liability or obligation of the CONTRACTOR under the CONTRACT.
9. The GUARANTOR further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the commencement of the CONTRACT till end of the CONTRACT and its claim satisfied or discharged and till the COMPANY certified that the terms and conditions of the CONTRACT have been fully and properly carried out by the SELLER and accordingly discharges this guarantee, subject, however, that the COMPANY shall have no claim under this Guarantee after ..... months from the date of completion of the Guarantee has been served on the



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GUARANTOR before the expiry of the said period in which case the same shall be enforceable against GUARANTOR notwithstanding the fact that the same is enforced after expiry of said period.

The GUARANTOR undertake not to revoke this Guarantee during the period it is in force except with the previous consent of the COMPANY in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the SELLER or the GUARANTOR shall not discharge the GUARANTOR's liability here under.

It shall not be necessary for the COMPANY to proceed against the SELLER 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 obtained from the SELLER shall at the time when proceedings are taken against the GUARANTOR here under be outstanding or unrealized.

The GUARANTOR hereby declare that it has power to execute this Guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by of the GUARANTOR.

10. Notwithstanding anything herein before contained, our liability under this Guarantee is restricted to Rs. .... (Rupees ..... only) and will expire on ..... and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us, within six months from the date, all our rights shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

IN WITNESS whereof the ..... (Bank) have hereunto set and subscribed their hands the day, month and year first above written.

**SIGNED FOR AND ON  
BEHALF OF THE BANK**

**WITNESS:**

**NAME AND ADDRESS**

**SIGNATURE**

1.

2.



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**ANNEXURE - J**

**REVISED PRICE OFFER IN LIEU OF WITHDRAWAL OF DEVIATIONS/  
CLARIFICATIONS OFFERED BY BHEL**

Sl. No.	Clause Ref.	Description of Deviation/ Clarification	Whether Increase/ Decrease in Price	Unit Rate (if applicable)	Total Increase/ Decrease	Remarks

NOTE: Total increase or decrease in total price shall be indicated either in percentage or in value (Rs.).

(SIGNATURE OF TENDERER)  
WITH STAMP



**ANNEXURE - K**

**LIST OF LABORATORY TEST EQUIPMENTS**

<b><u>SL. NO.</u></b>	<b><u>DESCRIPTION OF APPARATUS</u></b>	<b><u>CODE REF.</u></b>
01.	VICATS APPARATUS	IS-5513
02.	LE-CHATELIER'S TEST APPARATUS	IS-5514
03.	MOULD (CEMENT)	IS-10086
04.	CEMENT MORTAR MOULD VIBRATOR	IS-10078
05.	CONCRETE CUBE MOULDS	IS-10086
06.	COMPR. STRENGTH TEST M/C	IS-2505
07.	CONCRETE SLUMP CONE	IS-7320
08.	COARSE AGGR. SIEVES	IS-383
09.	FINE AGGR. SIEVES	IS-383
10.	AGGR. IMPACT TEST M/C	IS-9377
11.	(a) SOIL CORE COMPACTOR	IS-2720
	(b) PROCTOR COMPACTION	IS-29
12.	REBOUND HAMMER	
13.	THEODOLITE	
14.	DUMPY LEVEL WITH STAFF	
15.	OVEN	
16.	PHYSICAL BALANCE	
17.	AIR ENTERTAINMENT METER	ST-1199

(SIGNATURE OF TENDERER)  
WITH STAMP



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**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

**ANNEXURE - L**

(On Banks Letter Head)

To:

DGM (Finance)  
Transmission Business Group,  
2<sup>nd</sup> floor, Bharat Heavy Electricals Limited,  
Integrated office Complex, Lodhi Road,  
New Delhi 110 003

Ref & Date :

**Sub : Confirmation of Bank Guarantee no. <<BG No. >>**

We are a Scheduled Bank other than Co-operative Bank under the RBI Act 1934. The aforesaid BG No. << BG No. >> for Rs. <<BG Amount>>/ (In Words Also) and valid upto <<validity date>> is issued by us on behalf of M/s <<Beneficiary's Name>> in favour of BHARAT HEAVY ELECTRICALS LTD. – TRANSMISSION BUSINESS GROUP.

The format of the Bank Guarantee is strictly as per the format prescribed by M/s BHEL and the stamp paper forming part of the BG are as per the state rules extant.

The signatories to the Bank Guarantee are duly authorised.

Thanking You,

For and On Behalf of  
Name of the Bank & Seal

(Please Sign Here)



**SECTION-B**

**GENERAL TERMS AND**

**CONDITIONS**



**SECTION - B**  
**GENERAL TERMS AND CONDITIONS**

- B.1.0 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- B.1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 or its Authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned.
- B.1.2 "GENERAL MANAGER" shall mean the Officer in Administrative charge of the Contracting Unit of BHEL.
- B.1.3 "ENGINEER" OR "ENGINEER-IN-CHARGE" shall mean Engineer deputed by BHEL. The term includes "Deputy General Manager, Construction Manager, Resident Engineer, Assistant Site Engineer of BHEL/at the site as well as the officers in charge at Head Office.
- B.1.4 "SITE" shall mean the place or places at which the plants/equipment are to be erected and services are to be performed as per the specification of this tender.
- B.1.5 "CLIENTS OF BHEL" or "CUSTOMER/OWNER" shall mean the organization to whom BHEL is responsible for this work.
- B.1.6 "CONTRACTOR" shall mean the individual, firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns.
- B.1.7 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the Technical Specifications, the Special Specifications, if any, the tender documents and the Letter of Intent\Accepting Letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.



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- B.1.8 "GENERAL CONDITIONS OF CONTRACT" shall mean the "Instructions and Information for Tenderers and General terms and Conditions" pertaining to the work detailed.
- B.1.9 "TENDER SPECIFICATIONS" shall mean the Special Conditions, Technical Specifications, Appendices, Site Information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specification Numbers will be assigned to each tender specification.
- B.1.10 "TENDER DOCUMENTS" shall mean the General Conditions of Contract and Tender Specifications.
- B.1.11 "LETTER OF INTENT" shall mean the intimation by a letter/telegram/telex/fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- B.1.12 "COMPLETION TIME" shall mean the period by date specified in the Letter of Intent/Work Order or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
- B.1.13 "ZERO DATE" shall mean the planned commencement date of work under this tender and shall be date of issue of Letter of Intent.
- B.1.14 "PLANT" shall mean and connote the entire assembly of the plant and equipment covered by the contract.
- B.1.15 "EQUIPMENT" shall mean all equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- B.1.16 "TESTS" shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- B.1.17 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.



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- B.1.18 "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, civil and electrical works, erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- B.1.19 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- B.1.20 "HEADINGS" The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation of construction thereof or the contract.
- B.1.21 "MONTH" shall mean calendar month.
- B.1.22 "WRITING" shall include any manuscript typewritten or printed statement under the signature or seal as the case may be.

**B.2.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

The Contract shall be governed by the Law for the time being enforce in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

**B.3.0 ISSUE OF NOTICE:**

The contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

**B.4.0 USE OF LAND:**

No land belonging to BHEL or its customer under temporary possessions of BHEL shall be occupied by the contractor without the written permission of BHEL.



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**B.5.0 COMMENCEMENT OF WORK:**

- B.5.1 The contractor shall commence the work within fifteen days of Letter of Intent or the time indicated in the Letter of Intent/Work Order and shall proceed with the same with due expedition without delay.
- B.5.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the Letter of Intent/Contract. His Earnest Money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- B.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL/Customer/Owner.
- B.5.4 The transported equipment, erected/constructed plant or work performed under the contract, as the case may be, shall be taken over when it has been completed in all respect and/or satisfactorily put into operation at site.

**B.6.0 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

- B.6.1 All payments due to the contractor shall be made only by "Account Payee Cheques".
- B.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, protocols & material test reports and connected drawings for the work done during the calendar month/period under different categories in line with terms of payment & as per Letter of Intent. The basis of arriving at the quantities/weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineers of BHEL and signed by all parties.
- B.6.3 The measurement sheets will be checked by the Engineer and quantities & percentage eligible for payment under different groups shall be decided by him. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in the Measurement Book & signed by both the parties. Where required counter signature of Customer/Owner shall have to be taken.



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- B.6.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the Contractor.
- B.6.5 All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from Competent Authority is obtained to the Contrary.
- B.6.6 Measurement shall be taken jointly by person duly authorised by BHEL, Owner and the Contractor.
- B.6.7 The Contractor shall bear the expenditure involved, if any, in taking the measurements & testing of materials to be used in the works. The Contractor shall without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- B.6.8 If at any time due to any reason whatsoever, it becomes necessary to remeasure the work done, in full or in part, the expenses towards such re-measurement shall be borne by contractor.
- B.6.9 Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed by BHEL.
- B.6.10 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL.

The contractor shall give unqualified "No claim" and "No Demand" certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid after completion of all the defects/deficiencies etc. pointed out by BHEL. The Contractor should submit all the original documents such as material consumption, site order book etc. maintained at site. After payment of final bill, only guarantee obligation percentage value shall remain unpaid, which shall be released in accordance with Clause A.17.7.



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**B.7.0 RIGHTS OF BHEL:**

Refer Annexure to GCC for Civil works



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**B.8.0 RESPONSIBILITY 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.

- B.8.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed. In case of any necessity is felt by the contractor to bring labourers from out side State, provisions of law governing such immigration by the concerned State are to be followed.



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- B.8.2 The Contractor at all times during the currency of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- B.8.3 The contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as: The payment of wages to, The Minimum Wages Act, The Workmen Compensation Act, The Employees Liability Act, The Industrial Dispute Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract Labour (Regulations and Abolition) Act 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- B.8.4 The contractor, as required, will obtain independent license under the Contract Labour (Regulations & Abolition) Act 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- B.8.5 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be Leviable on account of any of his operations connected with this contract. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located and any other documents as per GST Act which may be required from time to time by BHEL. The contractor should have to get the contract registered immediately after award of works as per rules and regulations of the State Government. The contractor shall file regular return as per statute of the State/Centre and should provide all information to BHEL as required for the assessment of the project concerned. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- B.8.6 Arrangements for the periodical visits of inspection agencies such as Electrical Inspector etc. to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ re-qualification tests etc.
- B.8.7 The contractor shall be responsible for provision of health and sanitary arrangements {more particularly described in the Contract Labour (Regulation & Abolition) Act 1970} & safety precautions as may be required for safe and satisfactory execution of the contract.



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- B.8.8 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- B.8.9 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- B.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 shall be the responsibility of the contractor to make good the losses or compensate them.
- B.8.11 All the properties/equipment/components of BHEL/its customer loaned with or without deposit, to the contractor, shall remain the properties of BHEL/its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be taken in to good condition unless notified to the contrary by the contractor within 48 Hrs. The Contractor shall return them in good conditions as and when required by BHEL/ its customer. In case of non-return, loss, damage repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- B.8.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability/possibility, BHEL/its customer's equipment and other materials may be made available to the contractor on payment of the hire charges as fixed by them, subject to the conditions laid down by BHEL/its Customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or Security Deposit in one instalment. In case, BHEL provide the material like steel etc. for Subcontractors / Suppliers, handling charges @ 15% per annum or 1.25% per month or part thereof will be recovered from the contractor in addition to the actual procurement cost of material. The period for imposing handling charges is to be reckoned from the date of making payment/LR for lifting material to / by Subcontractor from authorized source, whichever is earlier to
- a) The date of LR for dispatch of finished product by the supplier / fabricator.  
b) Till date of consumption by the contractor as recorded in the MB.
- B.8.13 The Contractor shall fully indemnify and keep indemnified BHEL/its customer against all claims of whatsoever nature arising during the course of execution of this contract.



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- B.8.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- B.8.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- B.8.16 The contractor shall execute the work under the conditions usual to such construction work and in conjunction with numerous other operations at site and proceed in a manner that shall help in the progress of work at site as a whole.
- B.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, with each running account bill.
- B.8.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- B.8.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- B.8.20 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason any time.
- B.8.21 The contractor shall take all reasonable care to protect the materials and the work till such time the place/equipment has been taken over by BHEL/its customer.
- B.8.22 The contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems/disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.



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- B.8.23 The contractor shall keep the area of work clean and shall remove debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of works, 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 & 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.
- B.8.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per instructions of the Engineers.
- B.8.25 The contractor shall furnish progress reports on work at regular intervals as required by the Engineer.

B.9.0 **RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:**

- B.9.1 All safety rules and codes applied by BHEL/its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. and suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools & tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work & carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- B.9.2 The contractor shall provide to its work force & ensure the use of required personal protective equipment as found necessary & as directed by the authorised BHEL officials.
- i) Safety helmets conforming to IS-2925 : 1984.
  - ii) Safety belts conforming to IS-3521 : 1983.
  - iii) Safety shoes conforming to IS-1989 : 1978.



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- iv) Eye and face protection devices conforming to IS-8520 : 1977 and IS-8940 : 1978.
- v) Hand and body protection devices conforming to IS-2573 : 1975, IS-6994 : 1973, IS-8807 : 1978 and IS-8519 : 1977.
- B.9.3 All tools, tackles, fitting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment, etc. used by the contractor shall be of safe design and construction and maintained in good condition. However BHEL officials shall have the right to ban use of any of them or get them tested at their discretion. All electrical equipment, connections & wiring for construction power, its distribution & use shall conform to the relevant requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out electrical works.
- B.9.4 All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- B.9.5 The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 240 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 240 volts.
- B.9.6 Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosive Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- B.9.7 The contractor shall arrange at his cost appropriate illumination as required at all work spots for safe working, when natural day light may not be adequate for clear visibility.
- B.9.8 In case of a fatal or disabling injury/accident to any person at construction sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor & recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents.



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Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

- B.9.9 In case of any damage to property due to lapse by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor.
- B.9.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- B.9.11 If contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving appropriate notice indicating the steps that would be taken by BHEL.
- B.9.12 The contractor shall submit report of all accidents, fires, property damaged and dangerous occurrences connected with his area of work or caused due to his action/inaction, to the authorised BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence.
- B.9.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc. and all other debris including combustibles scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- B.9.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally/negligently dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- B.9.15 The contractor shall be responsible for the safe storage of his radioactive sources if same have been permitted to use.
- B.9.16 All contractor's supervisory personnel and sufficient number of workmen shall be trained for fire fighting and first aid duties and shall be assigned specific duties. Enough number of such trained personnel must be available during the tenure of the contract.



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- B.9.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, construction/erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection system at project site shall in no way relieve the contractor of any of his responsibilities and liabilities to fire accident occurring. In the event of fire safety measures being not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and/or impose penalty as deemed fit by the Engineer.
- B.9.18 Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with BHEL Engineer at site.
- B.9.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the job.
- B.10.0 **CONSEQUENCES OF CANCELLATION:**
- B.10.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Contractor under the Contract, the Contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit & recovery of liquidated damages as per relevant clauses.
- B.10.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.



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**B.11.0 INSURANCE:**

- B.11.1 BHEL/its customer shall arrange for insuring the project materials/properties of BHEL/its customer covering the risks during storage, construction, erection and commissioning.
- B.11.2 It shall be the sole responsibility of the Contractor to insure his workmen against risks of accident and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The Contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of BHEL/its client in the project area which are in force from time to time will have to be followed by the contractor.
- B.11.3 If due to negligence and/or non-observance of safety and other precautions any accident/injury occurs to any other person/public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- B.11.4 It shall be the responsibility of the contractor to provide security and insurance claim related information/reports etc. for the equipment/material belonging to BHEL/its customer and handed over to the contractor for transportation/erection/construction till these are taken over by BHEL after erection/construction or are returned to BHEL/its customer's store.
- B.11.5 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property and/or personnel should occur, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

**B.12.0 STRIKES & LOCKOUTS:**

- B.12.1 The Contractor will be solely responsible for all disputes & other issues connected with his workmen. In the event of the contractor's workmen resorting to strike or the contractor resorting to lockout & if the strike or the lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the Contractor.



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B.12.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL/its Customer.

**B.13.0 FORCE MAJEURE:**

B.13.1 The following shall amount to force majeure conditions:-

Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Police Action, Revolution, Flood, Fire Cyclone, Earthquake, Epidemic & other similar causes over which the contractor has no control.

B.13.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Contractor immediately reports to BHEL in writing the causes of delay. The Contractor shall not be eligible for any compensation on this account.

**B.14.0 GUARANTEE:**

The guarantee and defect liability period shall be 12 months from the date of commissioning of switchyard or handing over of entire civil works, whichever is later.

**B.15.0 ARBITRATION:**

(i) Except as provide elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.



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Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause L above, the court at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

(ii) In the event of dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE9GM)/ FTS-1835 dated 22.05.2018.

# **SECTION-C**

# **SPECIAL CONDITIONS** **OF CONTRACT**

**SECTION - C-1**

**SPECIAL CONDITIONS OF THE CONTRACT**

**C-1.0 INSTRUCTIONS TO TENDERERS:**

C-1.1 The tenderers are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances etc. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.

C-1.2 All temporary structures, hutments etc. set up by the contractor or their workmen during execution shall be removed prior to submission of final bill by the contractor.

C-1.3 The contractor in the event of this work awarded to him, shall establish an office at site and keep posted an authorised, responsible officer with a valid power of attorney for the purpose of the contract. Any order or instructions of the "Engineer" or his duly authorised representatives, communicated to the contractor's representative at site will be deemed to have been communicated to the contractor at his official address.

C-1.4 The contractor is required to commence the work within two weeks from the date of issue of Letter of Intent or as indicated in the LOI/Work Order, failing which the LOI/contract is liable to be cancelled and EMD/SD shall be forfeited.

C-1.5 BHEL reserves the right to split up the work and to award to more than one contractor or award only a part of the work to a contractor.

**C-2.0 PERFORMANCE BOND:**

The contractor shall submit Bank Guarantee of an approved Nationalised Bank as per BHEL proforma for an amount equal to 2.5% of the contract value as performance bond to get his balance 2.5% payment released at the discretion of the engineer as per the general conditions of contract. The performance Bank Guarantee shall remain valid up to successful completion of performance and guarantee tests of the station and taking over of the plant by BHEL/client of BHEL. Notwithstanding the provisions of any other clause(s) of General Conditions of Contract, the contractor shall continue



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to be responsible to execute all such works of repair, rectification and making good of defects, imperfections of other faults as may be required of the contractor in writing by the Engineer for the period as stated above. The proforma for submission of the BG shall be as per Annexure I.

Above clause no. C-2.0 shall be read in conjunction with clause no. C-29.5.2.

**C-3.0 SITE DRAINAGE:**

All 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 at the contractor's expense.

**C-4.0 EXECUTION OF THE WORK:**

C-4.1 The work will be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specifications of this tender, IS Codes, CPWD specifications etc. as applicable. In case of conflict regarding interpretations the decision of the Engineer shall be final and binding.

C-4.2 The Engineer will communicate or confirm his instructions to the contractor in respect of the execution of the work in a "Site Order Book" maintained at his office and confirm issue 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.

**C-5.0 INSPECTION AND STAGE APPROVAL OF THE WORK:**

C-5.1 BHEL/BHEL's Client or the owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises of 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 representatives of the owner and BHEL and in the form the joint protocol without any extra claim of time and amount.

C-5.2 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, 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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**C-6.0 COMPLETION OF WORK:**

C-6.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified & agreed in the contract, and all unused stores and materials, tools, plant and equipment, temporary buildings and things shall be removed and the site 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.

C-6.2 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 works however shall not be treated as have been completed until the entire works are executed to the satisfaction of the Engineer. The Guarantee period shall commence only after handing over the entire works.

**C-7.0 UNCOVERING AND ADJUSTMENT OF ERRORS:**

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 have been 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.

**C-8.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS:**

C-8.1 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 & figures dimensions in preference to scale & special conditions in preference to general conditions.

C-8.2 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.



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- C-8.3 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.
- C-8.4 Any error in the description, quantity in schedule of quantities or any omission there from 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.
- C-8.5 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules :
- a) In the event of discrepancies between description in words and figures quoted by tenderer, the description in words shall prevail.
  - b) In event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and the quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rates.
  - c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
  - d) The totals of sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the tenderer, shall be ignored.
- C-8.6 If neither drawings nor specifications 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 contract.



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**C-9.0 DEVIATIONS:**

C-9.1 The contractor shall not make any alternation in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specially confirmed and accepted by the Engineer in writing and incorporated in the contract.

C-9.2 The engineer may deviate, either by way of addition or deletion, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deletions shall be added to or deleted from the contract sum.

C-9.3 Any objections by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within 7 (seven) days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and conditions stated therein.

**C-10.0 VALUATION OF DEVIATIONS:**

C-10.1 If the rates for the additional, altered or substituted work are specified in the contract for the work either in the same section or in the other section of the BOQ of the same work, the contractor is bound to carryout the additional, altered or substituted work at the same rates as are specified in the contract for the work.

**C-10.2** For item which are required for successful completion of work but not covered in the BOQ:- if items are available in DSR -2016, then valuation shall be done at DSR rate ( DSR 2016) along with applicable % as per contract and same shall be binding to the bidder.

**C10.2.1 EXTRA/ ADDITIONAL ITEMS OF WORK**

If any extra or additional items, which are not incorporated in the BOQ schedule, have to be executed by the contractor, the rate of such extra or additional work shall be as per the following:



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- C10.2.2 If the items are not covered under price schedule, the rates have to be agreed upon mainly on the basis of prevailing market rates for which all documentary evidences as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.
- C-10.2.3 Under no circumstances the contractor shall suspend the work on the plea of non- settlement of rates falling under the clause or claim any compensation on that account.
- C-10.2.4 BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.
- C-10.2.5 The contractor, on receipt of drawing from BHEL, shall inform BHEL (within 15 days) the rate / rates of item/items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including prevailing market rates.
- C--10.2.6 If the rate for additional, altered or substituted work is available in DSR 2016 then the rate shall be settled as per clause no. C-10.2.
- C-10.3 Variation in quantity of work: - There may be variations in the individual item in the schedule during actual execution of the work. However, tendered unit rates shall remain firm up to a variation of  $\pm 30\%$  of the total value of the contract irrespective of variations in the quantity of individual items.
- C-11. **RECORD AND MEASUREMENT:**
- C-11.1 All items having a financial value shall be entered in BHEL measurement book so that a complete record is obtained of all works performed under the contract.
- C-11.2 Work which fails to be measured in details shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorised on the part of BHEL and the contractor.
- C-11.3 The contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.



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- C-11.4 Measurement shall be entered in BHEL measurement book and signed and dated by both parties at the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of BHEL, a note to that effect will be made in BHEL measurement book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.
- C-11.5 If, as result of such objection, it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the contractor.
- C-11.6 If the contractor's representative fails to attend when required, the engineer shall have power to proceed by himself to take measurements & in that case these measurements shall be accepted by the contractor as final.
- C-11.7 The contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him up to and including the previous month, which are not covered by this contract agreement in any of the following respects:
- a) Deviations from items and specifications provided in the contract documents.
  - b) Extra item/new items of work.
  - c) Quantities in excess of those provided in the contract schedule.
  - d) Items in respect of which rates have not been settled.
- C-11.8 Contractor should, in addition, furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- C-12.0 **CONTRACTOR'S SUPERVISION:**
- C-12.1 The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent approved by the Engineer to act in his stead.
- C-12.2 The contractor, shall employ an engineer/agent having qualification in Civil Engineering from a recognised Institute for any work with a contract value exceeding Rs. Two Lakhs.
- C-12.3 If the contractor fails to appoint a suitable engineer/agent as aforesaid, the Engineer shall have full powers to suspend the execution of work & stop payment of any amount that may have become due until such date as a



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suitable engineer/agent is appointed and the contractor shall be held responsible for the delay caused to the work & no extension of time on this account shall be given to him.

- C-12.4 Orders given to the contractor's engineer/agent shall be considered to have the same force as they had been given to the contractor himself.
- C-12.5 The contractor or his agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each trade as the Engineer may consider necessary.
- C-12.6 The contractor or his agent shall attend, when required and without making claim for doing so, either the office of the Engineer or work site to receive instructions.
- C-12.7 The Engineer shall have full powers, and without assigning any reason, to require the contractor immediately to cease to employ in connection with this contract any agent, servant or employee whose continued employment, in his opinion, undesirable.

C-13.0 **LABOUR AND SUPERVISION STAFF:**

- C-13.1 The contractor shall engage experienced supervisory staff and specially skilled labour for work under this contract.
- C-13.2 The contractor shall have to make his own arrangement for maintenance of his T and P so as to minimise the down time.
- C-13.3 The supervisory staff employed by the contractor shall ensure proper out-turn of the work and discipline on the part of the labour put on the job. The contractor in general should see that the works are carried out in a safe and proper manner and in coordination with the staff employed directly by BHEL or other contractors of BHEL or its client.
- C-13.4 It shall be the responsibility of the contractor to ensure safe working, taking due precautions to avoid any accident and damage to other equipment and personnel. He shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.
- C-13.5 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc. affecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with the others and proceed in a manner that shall



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not delay or hinder the progress of work as a whole nor claim any compensation on such grounds.

C-13.6 The contractor will arrange necessary accommodation for his supervisory and workmen at his own cost. However, BHEL will approach customer for accommodation for contractor's staff and labour on chargeable basis, if possible.

**C-14.0 PLANT AND EQUIPMENT AT SITE:**

C-14.1 The contractor shall, at his own expenses, supply all tools, plant and equipment (hereinafter referred as T and P), testing instruments and consumables required for the execution of the contract.

C-14.2 All tools, plant & equipment brought to the site shall become the property of the BHEL & shall not be removed from the site without the written approval of the Engineer. When the work is finally completed or the contract is terminated for reasons other than the default of the contractor, he shall forthwith remove from the site all tools, plant, equipment etc. (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in & become the property of the contractor.

**C-15.0 COMPLIANCE TO REGULATIONS AND BY LAWS:**

C-15.1 The contractor shall conform to the provisions at any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting companies or undertaking with whose system the work is proposed to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made & the reasons thereof & shall not carry out any such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or by laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**C-16.0 MATERIALS OBTAINED FROM EXCAVATION:**

C-16.1 Materials of any kind obtained from excavation on the site shall remain in property of BHEL & shall be disposed of as the Engineer may direct, at no extra cost.



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**C-17.0 TREASURE, TROVE, FOSSILS, ETC:**

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 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 carry out the Engineer's directions as to the disposal of the same.

**C-18.0 PROTECTION AND SECURITY:**

The contractor shall provide and maintain at his own expenses all lights, guards, fencing and Watch & Ward when and where necessary or required by Engineer for the protection and security of the works or for the safety and convenience of those employed on the works or the public.

**C-19.0 SITE OFFICE AND STORES:**

C-19.1 BHEL shall provide to the restricted extent, open space as made available to BHEL by its customer in as is where is basis for site office and stores, free of charge.

C-19.2 The contractor shall provide, construct and maintain at his own expenses the site office, material testing laboratory, stores & shall make his own arrangements for water, sanitation, access roads, electrification and cleanliness required for proper and efficient execution of work. The planning, setting and construction of these buildings shall have the approval of the Engineer & the contractor shall keep them tidy, clean and in sanitary condition to the satisfaction of Engineer.

C-19.3 After completion of work the contractor shall promptly dismantle, the distribution and other facilities that may have been erected, at his own cost and clear the area to the satisfaction of the Engineer and hand over the same to the Engineer.

**C-20.0 POWER & WATER :- **DELETED****

~~C-20.1 The Construction Power shall be provided at one point on chargeable basis and recovery shall be made on actuals at the rate prevailing at the time of drawl of~~



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power from RA bills as per Customer/BHEL norms. The contractor shall have to make their own arrangements, at their cost for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables, poles etc. to ensure safety of men and equipment. Where required, the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work.

In case BHEL is not able to supply power, contractor has to make his own arrangement and take a separate connection for all construction works.

BHEL shall not be responsible for any inconvenience caused due to any failure of lighting and power supply and no compensation for delay in works can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds. The contractor should ensure that the work in critical areas is not held up in the event of lighting and power breakdown and for the same he should have some stand by arrangement at his cost. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress after restoration of electric supply so that over all progress of work is not affected. The contractor shall make proper arrangement of illumination at work place while working in late hours or in darkness.

C-20.2 Unless stated otherwise in the scope, The contractor shall make his own adequate arrangement for procuring clear water to be used in works at his own cost. However, water if available may be supplied to the contractor at one point on chargeable basis and recovery shall be made on actuals at the rate prevailing at the time of drawl of water from RA bills as per Customer/BHEL norms.

C-21.0 **TEMPORARY WORKSHOP, STORES, CONSUMABLES ETC:**

The contractor shall during the progress of work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices etc. required for the proper and efficient execution of the work. The planning, setting & erection of these buildings shall have the approval of the Engineer and the contractor shall at all time keep them tidy & in a clean and sanitary condition on to the entire satisfaction of the Engineer.

C-22.0 **MATERIALS:**

C-22.1 The contractor shall at his own expenses, provide all materials required for the work. All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract & the contractor shall, if



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requested by the Engineer, furnish proof to the satisfaction of the Engineer that the materials so comply.

- C-22.2 The contractor shall, at his own expenses and without delay, supply to the Engineer samples of materials proposed to be used in the works. The Engineer shall within seven days of supply of samples or within such further period as he may require, 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 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.
- C-22.3 The Engineer shall have full powers to require 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 contractor in removing rejected materials, the Engineer shall be at liberty of have them removed by other means. The Engineer shall have full powers to procure other proper materials 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. In such cases, handling charges @ 15% per annum or 1.25% per month or part thereof will be recovered from the contractor in addition to the actual procurement cost of material. The period for imposing handling charges is to be reckoned from the date of making payment / LR for lifting material to / by Subcontractor from authorized source, whichever is earlier to
- a) The date of LR for dispatch of finished product by the supplier / fabricator.  
b) Till date of consumption by the contractor as recorded in the MB.
- C-22.4 The contractor shall indemnify BHEL, its representative or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or materials 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 in complying with the specific directions issued by BHEL but the contractor shall by any royalties or other charges payable in respect of any such use, the amount so



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paid being reimbursed to the contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

- C-22.5 All charges on account of octroi, royalty and all other taxes & duties on materials obtained for the works from any source shall be borne by the contractor.
- C-22.6 The 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 & the contractor shall provide at his expenses all facilities which the Engineer, may require for the purpose. If no test 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 by the contractor only. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.
- C-23.0 **GENERAL:**
- C-23.1 Material required for works, shall be stored by the contractor only at places approved by the Engineer. Proper storage and safe custody of material including construction stores shall be the responsibility of the contractor for which no charges shall be claimed by the contractor.
- C-23.2 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 laying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- C-23.3 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 revert in and become the property of the contractor.



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~~C-24.0 **DELAY AND EXTENSION OF TIME:**~~

~~If, in the opinion of the Engineer, the work is delayed~~

- ~~i) by reason of abnormally bad weather, or~~
- ~~ii) by reason of serious loss or damage by fire, or~~
- ~~iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or~~
- ~~iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or~~
- ~~v) by reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.~~

Above clause No. C-24.0 stands deleted. Please refer Annexure to conditions of contract for civil

~~C-25.0 **COMPENSATION/ PENALTY FOR DELAY IN COMPLETION:**~~

~~If the contractor fails to complete the works within the specified contractual period or extension of time granted by the Engineer, the BHEL shall have the right to deduct liquidated damage/penalty @ 0.5% of the contractual value per week of delay or part thereof, subject to a maximum of 10% of the contract value along with applicable GST (if any) on LD. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract. Amended/ revised contract value (Excluding ORC, Extra Works, Supplementary/ Additional Items and PVC) shall be considered for calculating LD/ penalty.~~



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C-26.0 PRICE VARIATION:

DELETED



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DELETED

Above clause No. C-26.0 stands deleted. Please refer Annexure to conditions of contract for civil works.

C-27.0 **OVER RUN CHARGES:**

C-27.1  
DELETED

Above clause No. C-27.0 stands deleted. Please refer Annexure to conditions of contract for civil works.

C-28.0 **OCTROI AND OTHER DUTIES:**

C-28.1 All charges on account of Octroi and/or other duties on materials obtained for the work shall be borne by the contractor.



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**C-29.0 TERMS OF PAYMENT::**

- C-29.1 ~~The contractor shall be paid monthly running bill to a maximum of 95% (retaining 5% from each running bill) of value of the works actually executed on site provided the work has been executed to the satisfaction of the Engineer. The payment for tender work shall be admitted progressively on completion of work. However, work is to be executed as per time schedule prescribed by Engineer-In-Charge. In case of delay due to contractor, payment made equivalent to amount of work done in tower, equipment and trenches will be withheld from successive bills. From payable amount recoveries such as security deposit, income tax etc. would be made as per rule. The certificate of the Engineer regarding such approval and passing of sums so payable shall be final and conclusive against the contractor~~
- C-29.2 The Engineer shall after a measured bill allow and certify payment to the contractor on the basis of abstract measurement bill submitted by contractor. However, the usual recoveries would be effected from bill.
- C-29.3 Any certificate relating to the work done may be modified by any subsequent interim certificates or by the final certificate and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.
- C-29.4 All intermediate payments shall be regarded as advance against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the occurring of any claim whatsoever. Such intermediate payments shall not conclude, determine or effect in any way the powers of the Engineer as to the final settlement and adjustment of the account of otherwise, or in any way vary of affect the contract. To this affect the contractor shall submit the final bill, which shall contain the complete up-to-date measurements for the total work done.
- C-29.5 The conditions for the release of last 5% retention money shall be as follows:
- C-29.5.1 2.5% payment shall be released along with the final bill on completion of total work as certified by BHEL site.



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C-29.5.2 Balance 2,5% of payment shall be released on completion of guarantee period. However these retention money can be released on submission of B.G. of equivalent amount valid till guarantee period.

The contractor shall guarantee the work under the scope of the contract for a period of 12 months from the date of start of the guarantee period as certified by BHEL site (i.e completion of total work under the scope and or taking over by BHEL/owner), and shall rectify free of cost all defects due to faculty supply or work done. In case the contractor fails to repair/ replace the defective work within the time specified by BHEL, BHEL may proceed to undertake such repair/replace such defective work at contract's risk and cost without prejudice to any other right and recover the sum from security deposit/BG/ any dues.

Above clause No. C-29.5.2 shall be read in conjunction with clause no. C-2.0.

C-29.6 Income Tax at the prevailing rate on gross value of work done and applicable surcharge shall be deducted from the running account bills unless exempted by the Income Tax Office.

C-29.7 **The prices to be quoted by bidder should be EXCLUSIVE of GST**

Please refer Annexure to conditions of contract for civil works for detail terms and conditions of taxes & duties.

C-30.0 **CEMENT AND STEEL: ( Pl. also refer Annexure to conditions of contract for civil works for issue of Cement and steel in case of BHEL supply as mentioned in BOQ)**

C-30.1 The theoretical quantity of cement to be used in works shall be calculated on the basis of the designed mix concrete and as per CPWD norms for all the other items based on latest edition in use in CPWD works Delhi at the time of submitting tender.

C-30.2 The theoretical weight of reinforcing steel shall be derived on the basis of sectional weights as per relevant Indian Standards & the lengths for purpose of consumption/reconciliation and payment. No claim shall be entertained from the contractor as such for the difference in theoretical/actual weight of steel during reconciliation or payment for fixing.

C-30.3 Clogging of cement and rusting of steel should be avoided to the maximum extent possible without hampering the continuity of construction/erection. In case due to any cause, attributable to contractor such clogging of cement and/or rusting of steel occurs rendering the same unusable, the contractor shall remain responsible to make good the loss at his own cost.



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- C-30.4 The contractor shall plan & arrange procurement of steel, cement and other materials as required every month in consultation with the Engineer. Failing compliance to this requirements, further execution of work of the contractor by the BHEL may be suspended and no compensation for delay in the execution of the work or suspension of the works caused on account of the above shall be entertained.
- C-30.5 No materials shall be issued to the contractor except for those specified in Section C-22.0. Contractor shall maintain record of day to day issue and consumption of materials at site like cement, bitumen, lead, paint etc. The contractor will have to make his own arrangements at his own cost for procurement of all materials as required for the works and of such quality as per specification and acceptable to the Engineer.
- C-30.6 In case any additional expenditure is incurred in work arising out of the faulty execution of such work by the contractor, such additional expenditure shall be borne by the contractor.
- C-31.0 **QUALITY ASSURANCE:**
- C-31.1 The contractor has to establish at site the field testing facilities for testing of civil construction materials & concrete cubes and other works as required under the approved Field Quality Plan of BHEL/its customer for ensuring the proper quality, grade and strength of the materials used in the construction. If further test is required by the Engineer to be carried from outside laboratory, the cost of the same shall be borne by contractor (copies of the Field Quality Plan & other Inspection & Test procedures to be followed shall be issued after mobilisation by the sub-contractor).
- C-31.2 The contractor has to arrange for calibration of all test equipment/instruments brought by him as per the requirement of BHEL calibration procedure as directed by the Engineer. The test certificates/calibration certificates shall have to be submitted. BHEL site shall control use of these equipment/instruments by allotting control number and permitting use of only those equipment/ instruments which are under calibrated status.
- C-32.0 **CLEARANCE OF SITE AND REPAIRS:**
- C-32.1 The 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



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obstruction in the erection work within 24 hours notice. In case, he fails to clear the site, this will be done at his risk and cost by BHEL. For the works executed by the contractor, the deficiencies pointed out must be attended within specified period.

**C-33.0 PROTECTION OF WORK:**

C-33.1 The contractor shall have total responsibility of 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 damaged works to its original condition to comply with 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.

**C-34.0 RECORD FOR MATERIALS CONSUMED:**

C-34.1 The contractor has to maintain and furnish to the Engineer the record of materials procured and consumed in the works for each activity. The statement showing the theoretical vis-s-vis actual consumption of specified materials, such as structural/reinforcement steel, cement, bitumen, lead, paint etc. shall be enclosed along with the running bills submitted by the contractor. Contractor has to also furnish the test results of the concrete cubes, bricks, stone aggregate and other materials used in work as per IS specifications along with the running bills.

**C-35.0 SECURED ADVANCE ;**

C-35.1 DELETED

- a)
- b)
- c)
- d)
- e)
- f)



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C-35.2 DELETED

Above clause No.C-35.0 stands deleted. Please refer Annexure to conditions of contract for civil works



## **ANNEXURE TO CONDITIONS OF CONTRACT FOR CIVIL WORKS**

The following terms and conditions shall form a part of the tender document. If any discrepancies found between below mentioned clauses and clauses in the Conditions of Contract for Civil Works, Doc.No.-TB-Civil-GCC, Rev-02, the clauses mentioned in this annexure shall prevail.

### **A. Condition of Contract for Civil works (DOC. NO. – TB-Civil-GCC, Rev-02):**

#### **A.1. GENERAL INSTRUCTION**

A.1.1. **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.

A.1.2. 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., tenderer 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.

#### **A.2. PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

A.2.1. Bidders may please refer Cl no. 02 to Cl no. 03 of the Notice inviting tender.

A.2.2. The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.

A.2.3. Tenders shall be opened by the officers concerned of BHEL at the time, date and venue as specified in the tender enquiry. Tenderer or their authorized representative may witness the bid opening.

A.2.4. The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.

A.2.5. Before submission of offer, the tenderer is advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing 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 on any of these conditions/ resources.

A.2.6. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof the information

furnished shall be complete by itself.

A.2.7. The tenderer shall quote the rates in English Language and international numerals. Total price offered should be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

A.2.8. The tenderer shall quote a percentage above/ below/At Par the rates shown in the "Bill of Quantities Cum Price Schedule (Annexure-I)" of subject tender.

A.2.9. The quoted percentage will apply to the individual items of "Annexure-I i.e. Bill of Quantity Cum Price Schedule" uniformly.

A.2.10. All entries in the tender shall either be typed or be written legibly in ink. Erasing and overwriting are not permitted and may render such tender liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

A.2.11. The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

**A.3. ADJUSTMENT PRICE DISCREPANCY (IES): - Not Applicable being e procurement.**

**A.4. EVALUATION OF TECHNICAL BIDS**

A.4.1. 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.

A.4.2. In case the same qualifying experience is claimed by more than one bidder due to subletting of work by main contractor to subcontractor (s) then following conditions shall be applicable.

A.4.2.1. For labour + consumable contract without material and T&P:

Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.

A.4.2.2. For contract with complete scope i.e. with materials, T&P, labour and consumable:

- i) Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.
- ii) If the contractor offloads the labour and/or T&P portion only, benefit of work experience shall be given to the main contractor and not to the subcontractor who has executed only as labour supply contractor

The bidder's qualification shall be subject to submission of documentary proof. BHEL reserves the right to ask for further proofs including submission of TDS certificates/ for the said job.

A.4.3. 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/ form 26AS /bills for the said job.

A.4.4. Credentials of all the bidders participating in open tender will be scrutinized thoroughly by the nominated committee w.r.t. the pre-qualifying requirement for the

tender.

A.4.5. Details of qualifying work(s) executed by the bidder will be forwarded to the principle employer for verification of the work with respect to completion, commencement & completion date, scope and value of the work executed. Performance feedback of the bidder will also be sought from the principle employer.

A.4.6. BHEL may conduct onsite verification of at least one of the qualifying works to verify completion of the work and evaluate capability and performance of the bidder.

A.4.7. The bidder representative may be called for the discussion with the committee. His originals may be verified by the committee. In addition to above their organization chart and detailed list of manpower, tools & plants and technical capability may be discussed and ascertained by the committee.

**A.5. EVALUATION OF PRICE BIDS**

A.5.1. Price Bids of unqualified bidders shall not be opened.

A.5.2. The offers will be evaluated on the basis of total price basis (refer "BILL OF QUANTITY AND PRICE SCHEDULE) as shown in the price bid.

A.5.3. Reasons for rejection of the bid shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance of LOI /LOA from the successful bidder.

A.5.4. In case of electronic Reverse Auction, the unqualified bidders shall not be allowed to participate in reverse auction.

**A.6. DOCUMENTS TO BE ENCLOSED:**

Full information shall be given by the tenderer in respect of the following.

A.6.1. Tenders shall be signed by persons duly authorized/empowered to do so. An attested copy of the Power of Attorney to be submitted in all cases except where the sole proprietor is the signatory to the tender documents.

**A.6.2. 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.

**A.6.3. AUDITED BALANCE SHEET AND INCOME TAX RETURN:**

Copy of Audited Balance sheets and income tax return for last three financial years (financial years as specified in PQR).

**A.6.4. SOLVENCY CERTIFICATE:**

If asked in NIT, bidder should submit solvency certificate (not older than 12 months from date of tender notification) issued by any scheduled bank.

A.6.5. DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:

A.6.5.1. IN CASE OF INDIVIDUAL TENDERER:

His/her full name, address and place & nature of business.

A.6.5.2. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners with address. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.

A.6.5.3. IN CASE OF COMPANIES:

Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished.

A.6.6. Offer forwarding letter over the letterhead.

A.6.7. *Declaration sheets (As per Prescribed format) over the letter head.*

A.6.8. *No Deviation certificates (As per Prescribed format) over the letterhead.*

A.6.9. GST Registration certificate: -

All the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.

A.7. **VALIDITY OF OFFER**

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

A.8. **REJECTION OF TENDER & OTHER CONDITIONS:**

A.8.1. The decision of 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 Tenderer as per NIT
- c) To award the work in part as per NIT
- d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

- A.8.2. Conditional tenders, unsolicited tenders, containing abnormally low/ unworkable rates & amounts, 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.
- A.8.3. 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 'NIT'. The decision of BHEL will be final in this regard.
- A.8.4. In case of any adverse information is received concerning performance, capability or conduct of the tenderer after issue of tender enquiry or opening of tender or award of work, BHEL reserves the right to reject the offer at any stage as deemed fit.
- A.8.5. Offers with inadequate Tools & Plants, Manpower Deployment Plan, and Method Statement are liable for rejection.
- A.8.6. If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- A.8.7. BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- A.8.8. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money/Security Deposit/any other moneys due.
- A.8.9. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.
- A.8.10. 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 tender shall be informed to the fact as per specified format along with the offer, failing this, BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
- A.8.11. The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL's Site In charge/ Sector Head. For this the contractor shall submit request application to site in charge supported by credentials (financial and technical) and resource mobilization schedule of such sub-contractor. Such request is to be considered in consultation with end user/ultimate customer (if applicable) and subject to satisfactory credentials, fund flow arrangement between them, HSE and other contractual and statutory

obligations. The tenderer is solely responsible to BHEL for the work awarded to him.

A.8.12. The Tender submitted by a 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.

A.8.13. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

A.8.14. 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.

A.9. **NO DEVIATIONS ARE ACCEPTABLE: -**

Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations from the specifications and / or tender conditions, **the price implication, if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope super-scribed "PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATIONS".** No price implication for withdrawal of deviation shall be accepted at a later date, after opening of technical bid.

A.10. Consortium/ JV bidding is not allowed under this NIT.

**B. EARNEST MONEY DEPOSIT**

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

B.1. Mode of EMD deposit:

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

Mode of EMD deposit:

EMD can be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in tender document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'BHEL' and payable at New Delhi (Along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by schedule Banks/Public Finance Institutions as defined in the companies ACT (FDR should be in the name of the contractor, a/c BHEL)
- v) Insurance Surety Bonds

In addition to above, the EMO amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

No other form of EMD remittance shall be acceptable to BHEL.

**Note: The Submission of EMD is compulsory for subject tender. In case requisite Amount of EMD not submitted by the bidder along with offer or before technical bid opening, the offer shall not be considered for evaluation and the offer shall be rejected.**

## B.2. Forfeiture of EMD

EMD by the bidder will be forfeited as per NIT conditions, if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.

B.3. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with Supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.

B.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

B.5. EMD shall not carry any interest.

B.6. EMD of successful bidder shall be retained as part of Security Deposit.

B.7. Bidders may please note that "One Time EMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as 'One Time EMD' with BHEL are also required to submit the requisite amount of EMD.

**B.8. No MSE benefits shall be given to MSEs bidder for WORKS CONTRACT. Please refer clause no. R (facilities provided to MSEs) for detail.**

## C. SECURITY DEPOSIT

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

C.1. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5% of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

C.2. Mode of Security deposit:

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

"Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest”.

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) 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 enclosed with general conditions of contract.
- iv) 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 and duly discharged on the back.
- v) Securities available from Indian 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 endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).
- vi) Insurance Surety Bonds

**(NOTE:** 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)

### C.3. Submission of Security Deposit:

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- ii) In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder
- iii) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or it shall be recovered from payment/s due to the Contractor.
- iv) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.

C.4. The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

- C.5. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.
- C.6. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

**C.7. Conditions for acceptance of bank guarantees**

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Name of Bank	Sl. No.	Name of Bank
1	State Bank of India	11	Punjab National Bank
2	Canara Bank	12	Union Bank of India
3	IDBI Bank Limited	13	Yes Bank Limited
4	ICICI Bank Limited	14	RBL Bank Ltd.
5	HDFC Bank Limited	15	Standard Chartered Bank
6	Axis Bank	16	Indian Overseas Bank
7	IndusInd Bank Limited	17	Kotak Mahindra Bank Limited
8	Bank of Baroda	18	Federal Bank Limited
9	Exim Bank	19	Hongkong and Shanghai Banking Corporation Ltd
10	Indian Bank		

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

**The Bank Guarantees of Co-operative banks shall not be accepted.**

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks, a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors, the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

**In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.**

**C.8. RETURN OF SECURITY DEPOSIT:**

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed proforma, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor.

**It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.**

**D. Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.**

<b>NAME OF THE COMPANY</b>	<b>BHARAT HEAVY ELECTRICALS LTD</b>
<b>ADDRESS OF THE COMPANY</b>	<b>TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)</b>
<b>NAME OF BANK</b>	<b>STATE BANK OF INDIA</b>
<b>NAME OF BANK BRANCH</b>	<b>CAG-II NEW DELHI (17313)</b>
<b>CITY</b>	<b>NEW DELHI</b>
<b>ACCOUNT NUMBER</b>	<b>00000030206227732</b>
<b>ACCOUNT TYPE</b>	<b>CASH CREDIT</b>
<b>IFSC CODE</b>	<b>SBIN0017313</b>

**E. Overall Quantity variation-**

The individual quantity can vary to any extent or may be deleted for which no compensation will be payable to the contractor and the rates will remain firm. Also the rate of each item remains firm as long as the variation in the total value of work executed under the contract including extra items if any remains within plus/minus 30 percent of the contract value. In case the actual value of executed work including extra work on completion of work becomes less than 70% of the basic/original contract value than the following method shall be adopted.

The actual executed value shall be raised by 7% (For arriving at the final payment against work executed) subject to the condition that total value of work executed plus increase by 7% as above shall be limited to 70% of the basic/original contract value. The rate quoted shall be firm irrespective of any upward variation in the contract price.

It is further clarified that the enhancement/rate revision on the basic rate as per PVC clause shall not be accounted for the purpose of operating this clause.

**F. Clause no. C-25.0 "COMPENSATION/PENALTY FOR DELAY IN COMPLETION" stands deleted. Now this clause shall be read as below: -**

In case the contractor fails to complete the project within the time specified in the tender specification or any extension thereof subject to force majeure condition, the contractor shall be liable to pay by way of LD/Penalty a sum equal to the half percent of the contract price, per calendar week or part thereof by which the commissioning of the project is delayed, subject to ceiling of 10 % of the contract price. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract.

Amended/ revised contract value (excluding Extra Works, Supplementary /Additional Items) shall be considered for calculating LD/ penalty.

**G. Clause No. C.29.7 “INCOME TAX/SALES TAX/WORKS TAX/VAT” stands deleted. Now this clause shall be read as below.**

- G.1. All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- G.2. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- G.3. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- G.4. Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
- (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
  - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.
  - (iii) Contractor declaring such invoice in GSTR-1
  - (iv) Confirmation of payment of GST thereon by contractor on GST portal.
- G.5. The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- G.6. Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- G.7. TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- G.8. New Taxes & duties (Introduced after tender opening date):**
- If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.
- H. Clause C-27.0 of “Over run charges”** under special conditions of contract is now deleted. No overrun charges are payable under the contract.
- I. Clause C-35.0 “secured advance”** under special conditions of contract is now deleted. No advance on materials shall be payable under the contract.

J. **Clause C-26.0 “Price Variation”** under special conditions of contract is now deleted. Price variation clause is not applicable for this contract.

K. **REINFORCEMENT STEEL (APPLICABLE ONLY FOR BHEL FREE ISSUED STEEL)**: under special conditions of contract is now deleted. This clause is not applicable for this contract.

L. **RESPONSIBILITY OF CONTRACTOR IN RESPECT OF STATUTORY RULES / REGULATIONS PERTAINING TO BOCW.**

It shall be mandatory for the contractor to comply with Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules.

It shall be the sole responsibility of the contractor to apply for a license to the Competent Authority under the Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within 2 months from date of start of work at site or along with 1st RA bill whichever is earlier.

It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building or construction workers) engaged by the sub-contractor during the preceding month.

The onus shall lie on the contractor to register with the authorities and provide the details of the amount remitted to the authorities. In case the contractor fails to comply with the BOCW act, no payments shall be released to the contractor.

In case the customer owns the responsibility of compliance of BOCW act and deducts the amount from BHEL, the same shall be deducted from the RA bills of the contractor.

In the event of any penalty or other implication due to non-compliance of statutory obligation the same shall be on contractor's account.

M. **Clause No. C.24.0 (Delay and Extension of Time) of Conditions of Contract for Civil Works has been modified as below**

If, in the opinion of the Engineer, the work is delayed

- (i) by reason of abnormally bad weather, or
- (ii) by reason of serious loss or damage by fire, or
- (iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or
- (v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be

communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

- (vi) In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:
- a) Time extension without levy of LD in case it is found that delay is not attributable to the vendor
  - b) Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor.
  - c) In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.

During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.

In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.

PVC/ ORC shall be governed by respective clauses in the NIT.

**N. Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**

The Parties the if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall means and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the parties unable to settle mutually), arise inter-se the Parties, the same may, be refereed by either party to conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

- 1) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-A to this GCC.

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

**O. RIGHTS OF BHEL: - The Clause No. B.7.0 “RIGHTS of BHEL” of Conditions of contract for Civil works stands deleted. Now the modified clause shall be read as below: -**

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

- O.1. To withdraw any portion of work (after due opportunity given to contractor to meet schedule) &/or to restrict/alter quantum of work as indicated in the contract during the progress of construction and get it done through other agency to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion period due to other emergent reasons/BHEL's obligations to its customer.
- O.2. To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate. Quantity/ contract variation clause may also be read in conjunction with this clause.
- O.3. To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with its customer are terminated/ altered/ deferred/ disputed/on hold for any reason as per mutual agreement.
- O.4. To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments.
- O.5. 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. No idle labour charges will be payable by BHEL in any case.
- O.6. To deploy BHEL's skilled and unskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- O.7. In event of termination of contract/ withdrawal/ the contractor shall have no claim to compensate for any loss sustained by him by reason of having purchase of any material or entered into agreement or made any advance on account of execution of work/ contract on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the termination/ withdrawal of works.
- O.8. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
- O.9. **Breach of contract, Remedies and Termination:**  
In case of breach of contract, amount equivalent to 10% of contract value shall be recovered in case of termination of contract by BHEL due to breach of contract by the subcontractor.  
This amount shall be recovered from security instruments like performance bank guarantee available with BHEL against the said contract  
In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**In case of fault of the contractor, BHEL reserves the following rights without entitling the contractor for any compensation:**

O.10.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv. Termination of Contract on account of any other reason (s) attributable to Contractor.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi. Non-compliance to any contractual condition or any other default attributable to Contractor.

O.10.2 Following sequence shall be applicable for recoveries from contractor after informing the contractor of the total proposed recovery:

- i. Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- ii. Demand notice for deposit of balance recovery amount to be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- iii. If contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for balance recovery:
- iv. Dues payable to contractor against other contracts in the same Region/unit shall be considered for recovery.
- v. If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

**P. PERFORMANCE MONITORING:**

The Contractors performance shall be continuously monitored during execution of work at site.

In case of contractor's performance is found not satisfactory during the execution of work at site, BHEL may take alternate remedial measures and may not consider the contractor for further tenders, if the contractor performance is not improved in spite of opportunities given by BHEL.

**Q. The Clause No. B.15.0 “Arbitration” of Conditions of contract for Civil works stands deleted. Now the modified clause shall be read as below:**

Q.1. Except as provide elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause L above, the court at New Delhi shall have exclusive jurisdiction over nay matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

Q.2. In the event of dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE9GM)/FTS-1835 dated 22.05.2018.

**R. FACILITIES PROVIDED TO MSEs**

Vide office memorandum F.No.21(8)/2011-MA dated 09.11.2016, Office of AS&DC, Ministry of MSME has issued clarification regarding definition of Goods and Services under the Public Procurement Policy of MSEs order-2012, In accordance with the Public Procurement Policy for MSEs order-2012 and OM regarding definition of Goods and Services issued by Ministry of MSME, it is clarified that benefits as envisaged in Public Procurement Policy for MSEs Order 2012 are to be provided in respect of the procurements related to the Goods and Services produced and provided by Micro and Small Enterprises (MSEs) only and **no benefits is to be given in Case of Works Contracts.**

#### S. BOCW (TAXES, DUTIES & LEVIES):

S.1	<b>BUILDING &amp; OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING &amp; OTHER CONSTRUCTION WORKERS CESS Act, 1996 &amp; CESS RULES, 1998.</b>
	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under: -
S.1.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
S.1.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
S.1.3	It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
S.1.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
S.1.5	The contractor shall, however ensure before deposit of any BOCW cess, that customer is not depositing the same in order to avoid excess deposit of cess.
S.1.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
S.1.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

#### T. TERMS OF PAYMENT:

- T.1. The contractor shall be paid monthly running bill to a maximum of 95% (retaining 5% from each running bill) of value of the works actually executed on site provided the work has been executed to the satisfaction of the Engineer. From payable amount recoveries such as security deposit, income tax etc. would be made as per rule. The certificate of the Engineer regarding such approval and passing of sums so payable shall be final and conclusive against the contractor.
- T.2. The Engineer shall after a measured bill allow and certify payment to the contractor on the basis of abstract measurement bill submitted by contractor. However, the usual recoveries would be effected from bill.

T.3. Any certificate relating to the work done may be modified by any subsequent interim certificates or by the final certificate and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

T.4. All intermediate payments shall be regarded as advance against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the occurring of any claim whatsoever. Such intermediate payments shall not conclude, determine or effect in any way the powers of the Engineer as to the final settlement and adjustment of the account of otherwise, or in any way vary or affect the contract. To this affect the contractor shall submit the final bill, which shall contain the complete up-to-date measurements for the total work done.

T.5. The conditions for the release of last 5% retention money shall be as follows:

T.5.1. 2.5% payment shall be released along with the final bill on completion of total work as certified by BHEL site.

T.5.2. Balance 2.5% of payment shall be released on completion of guarantee period. However, these retention monies can be released on submission of B.G. of equivalent amount valid till guarantee period.

The contractor shall guarantee the work under the scope of the contract for a period of 12 months from the date of start of the guarantee period as certified by BHEL site (i.e. completion of total work under the scope and or taking over by BHEL/owner), and shall rectify free of cost all defects due to faulty supply or work done. In case the contractor fails to repair/ replace the defective work within the time specified by BHEL, BHEL may proceed to undertake such repair/replace such defective work at contract's risk and cost without prejudice to any other right and recover the sum from security deposit/BG/ any dues.

**U. Royalty:**

The contractor shall pay the Royalty on sand, aggregate, earth material etc. used for the project and the contractor has to submit the Royalty certificate to BHEL along with the RA bills.

**V. Construction water and electricity:**

The Construction Power and Construction water are to be arranged by the contractor at his own cost.

The contractor shall have to make their own arrangements, at their cost for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables, poles etc. to ensure safety of men and equipment. Where required, the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work.

BHEL shall not be responsible for any inconvenience caused due to any failure of lighting and power supply and no compensation for delay in works can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds. The contractor should ensure that the work in critical areas is not held up in the

event of lighting and power breakdown and for the same he should have some stand by arrangement at his cost. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress after restoration of electric supply so that over all progress of work is not affected. The contractor shall make proper arrangement of illumination at work place while working in late hours or in darkness.

The contractor shall make his own adequate arrangement for procuring clear water to be used in works at his own cost.

However, Construction power and water, if available, may be supplied to the contractor at one point on chargeable basis and recovery shall be made on actuals at the rate prevailing at the time of drawl of water from RA bills as per Customer/BHEL norms.

Construction water and electricity is not available at site. Contractor has to make the provision of the same. Bidder must visit the site before quoting the rate to have the fare idea of site and access the difficulty and approach at site.

**W. All other terms and conditions of tender shall remain unchanged.**

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 through its Unit at BHEL, Transmission Business Group, Noida (name of the Unit) having agreed to exempt \_\_\_\_\_ (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>3</sup> ( Rupees ..... ) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. ....<sup>4</sup> (Rupees.....only),

We \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including \_\_\_\_\_<sup>5</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said

Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>4</sup>
- b) This Guarantee shall be valid up to .....<sup>5</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>6</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorised signatory)

<sup>1</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>2</sup> DETAILS ABOUTTHE NOTICE OF AWARD/CONTRACTREFERENCE

<sup>3</sup> CONTRACT VALUE

<sup>4</sup> BG AMOUNTIN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE (At least 3 months more than completion period)

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of BG)

**Notes:**

- 1 The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate

prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

**3 In Case of Bank Guarantees submitted by Foreign Vendors:**

- a) **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b) **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
  - b.1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
  - b.2. In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

**PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY if permissible in NIT)**

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To,

M/s Bharat Heavy Electricals Limited  
Transmission Business Group (TBG)  
PLOT NO. 25, SECTOR 16A, NOIDA,  
DISTT. – GAUTAM BUDDH NAGAR,  
U.P. – 201301

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s ..... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of .....<sup>3</sup> invited by M/s Bharat Heavy Electricals Limited through its Unit at BHEL, Transmission Business Group, Noida.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of Rs.....<sup>4</sup> is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the.....[Name & address of the Bank]

having our Registered Office at.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ....<sup>4</sup> (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>6</sup> we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>4</sup>
- b) This Guarantee shall be valid up to .....<sup>5</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>6</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 BG Amount in words and Figures
- 5 Validity Date (At least six months from date of tender opening)
- 6 Date of Expiry of Claim Period (At least 3 months more than the present date of validity of BG)

**Note:**

- 1 The Bank Guarantee should be valid for at least six months from date of tender opening. The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3 **In Case of Bank Guarantees submitted by Foreign Vendors-**
  - a. **From Nationalized / Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.**
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 2 to BHEL Conciliation Scheme, 2018**

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO  
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent  
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

**Format 3 to BHEL Conciliation Scheme, 2018**  
**FORMAT FOR GIVING CONSENT BY**  
**CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation**

**Date**

**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO**  
**THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

<b>SI. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

**BILL OF QUANTITY CUM PRICE SCHEDULE (ANNEXURE-I)**

**NAME OF PROJECT :** 400KV GIS SUBSTATION AT KHAVADA-2

**Name OF WORK:** EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT.

**TENDER SPEC. NO.:** TBSM/KHAVDA/CIVIL/PKG I-A/TENDER/23-24, DATE: 07.10.2023

Sr. No.	Description of Item	Quantity	UOM	Unit Rate	AMOUNT
1	Mobilisation of ground improvement rigs(for Vibrodisplacement dry method) of stone columns and accessories capable of boring/drilling applicable for SR No.2 in all types of strata/installing various size to project site and demobilisation of the same after completion of works etc all complete.	2	Nos	₹ 32,50,000.00	₹ 65,00,000.00
2	Providing and installing 800 mm diameter and 14 m long stone column with Vibrodisplacement method (dry method) and filling in layers of 800 mm thick using 50mm down stone aggregate as back fill material and each layer be well compacted by vibro method and shall be thoroughly compacted . This procedure shall be repeated for each layer till the ground level is reached for ground improvement of soil deposit at desired location including all materials, equipments etc complete as per specifications,drawing and as directed by the engineering -in-charge	3000	Nos	₹ 43,800.00	₹ 13,14,00,000.00
3	<b>Rebate</b> over ST No 2 for not providing 50mm down stone per metre depth(as specified) from ground level.	1000	cum	-₹ 1,800.00	-₹ 18,00,000.00
4	Extra over ST. No. 2 for stone column with Vibrodisplacement method (dry method) having length more than the specified depth below cut off level.	500	RM	₹ 3,130.00	₹ 15,65,000.00
5	<b>Rebate</b> on ST.No.2 for stone column with vibro displacement method (dry method) having length less than the specified length below ground level.	1000	RM	-₹ 3,130.00	-₹ 31,30,000.00
6	Pre soil investigation works-Making 150mm nominal diameter bore hole up to a maximum depth of 20 m below ground level at various locations in all types of soil including laterite/ash using suitable approved method of boring including chiselling, cleaning, providing casing pipes as required or as directed; performing standard penetration test at every 1 m interval alternate to collection of undisturbed soil samples up to 15 m depth below ground level and at every 1.5 m interval alternate to collection of undisturbed soil samples beyond 15 m depth, at change of strata and at depths wherever undisturbed soil samples could not be collected; collection of undisturbed sample (UDS) at every 1 m interval alternate to conducting standard penetration test up to 15 m depth below ground level and at every 1.5 m interval alternate to conducting standard penetration test beyond 15 m depth; collection of disturbed soil samples and water samples, sealing and packing of samples, observation such as ground water table etc; transportation of all the collected samples to the laboratory and back filling of boreholes with sand on completion of the same etc all complete as per specification and as directed by the engineer-in-charge. This includes Conducting laboratory test on soil samples at an approved laboratory including preparation of soil samples to determine a) bulk density b) moisture content c) specific gravity d)unconfined compressive strength e) void ratio f) unconsolidated undrained test g)one dimensional consolidation test etc. all complete as per specification.	5	Nos	₹ 1,12,500.00	₹ 5,62,500.00
7	Pre soil investigation works-Conducting electronic cone penetration test with pore pressure measurement at specified locations for a maximum depth up to 20m below ground level submission of approved test report etc. as per specification.	5	Nos	₹ 68,333.00	₹ 3,41,665.00
8	Design Preparation & Submission of Design Report, Submission of other documents like Construction Drawings, Method Statements, Post assessment reports any other doc. For completion of the work all in complete.	1	LS	₹ 11,00,000.00	₹ 11,00,000.00
9	Initial vertical load testing of single stone column of 800 mm dia for design load intensity as per IS:15284(Pt.I):2003, complete with all labour, equipment, kentledge, material etc.	1	Nos	₹ 2,39,665.00	₹ 2,39,665.00
10	Initial vertical load testing of group of 3 stone columns of 800 mm dia each for design load intensity as per IS:15284(Pt.I):2003, complete with all labour,equipment, kentledge, material etc.	1	Nio	₹ 4,40,130.00	₹ 4,40,130.00
11	Routine vertical load testing of single stone column of 800 mm dia for design load intensity as per IS:15284(Pt.I):2003, complete with all labour,equipment, kentledge, material etc	7	Nos	₹ 1,91,269.00	₹ 13,38,883.00
12	Routine vertical load testing of group of 3 stone columns of 800 mm dia each for design load intensity as per IS:15284(Pt.I):2003, complete with all labour, equipment, kentledge, material etc.	3	Nos	₹ 3,30,513.00	₹ 9,91,539.00
	<b>Total Amount (Rs.)- Excluding GST</b>				<b>₹ 13,95,49,382.00</b>

Validate

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**Percentage BoQ**

Tender Inviting Authority: BHEL, TBG- SubContracting Department, Sector 16A Noida, UP

Name of Work: TENDER FOR "EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT

Contract No: TBSM/KHAVDA/CIVIL/PKG I-A/TENDER/23-24 DATE 07.10.2023

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Estimated Rate in Rs. P</b>	<b>TOTAL AMOUNT Without Taxes in Rs. P</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>53</b>	<b>55</b>
1	Total amount as per rates in BOQ (as per Annexure-I) for " EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT."- Excluding GST	1.000	Nos	139549382.00	<b>139549382.00</b>	INR Thirteen Crore Ninety Five Lakh Forty Nine Thousand Three Hundred & Eighty Two Only
<b>Total in Figures</b>					<b>139549382.00</b>	INR Thirteen Crore Ninety Five Lakh Forty Nine Thousand Three Hundred & Eighty Two Only
<b>Quoted Rate in Figures</b>			<b>Select</b>		<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				



**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION PROJECTS ENGINEERING MANAGEMENT INDUSTRY SECTOR,**  
**NOIDA (U.P.).**

DOCUMENT No.	TB-421-607-003 PG-KHAVADA-STONE COL	Rev-0	Prepared	Checked	Approved
TYPE OF DOC.	BILL OF QUANTITY	NAME	VKA	PNK	PLK
TITLE <b>GROUND IMPROVEMENT WORK AT KHAVDA</b>	SIGN	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
	DATE	27.09.23	27.09.23	27.09.23	27.09.23
	GROUP	TBEM	W.O. No.		
CUSTOMER	POWERGEID CORPORATION OF INDIA LTD.				
PROJECT	400KV GIS SUB-STATION AT KHAVADA, GUJARAT				

*27/9.*

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2.	STANDARD TECHNICAL SPECIFICATION	NA
3.	ENCLOSURES TO THE SPECIFICATION	NA

**CONFIDENTIAL & CONFIDENTIAL**  
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Rev No.	Date	Altered	Checked	Approved	
Distribution				To	O/C
				Copies	1 1

## **SCOPE, SPECIFIC TECHNICAL REQUIREMENT & QUANTITIES FOR GROUND IMPROVEMENT**

### **SCOPE**

This specification covers the installation of stone column by vibro displacement method. It also covers test to be carried out on the virgin as well as improved ground.

### **GENERAL REQUIREMENT**

This specification covers the technical requirements for stone column by vibro displacement method.

The work shall include supplying and providing necessary materials, mobilization of all necessary equipment's providing necessary engineering supervision through qualified and technical personnel, skilled and unskilled labour etc as required to carry out the complete stone column works including necessary testing and submission of records as per schedule.

All works shall be executed as per the specification to the satisfaction of the Engineer.

It is essential that all equipment's and instruments are properly calibrated both at commencement and immediately after the completion of tests so that they represent true values.

The coordinates and position of stone column as shall be as per the approved drawings.

All the required survey instruments shall be provided at site to the satisfaction of the Engineer so that the work can be carried out accurately according to specification and drawings.

The quality of stone column work including quality of sand and gravel used shall be approved at site before use.

The bidder shall fully apprise himself of the prevailing conditions at the proposed site, Climatic conditions including monsoon patterns, local conditions and site-specific parameters, soil parameters, availability of construction material and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications

**The location of the site is near the international border and comes under BSF jurisdiction, Therefore, all security protocol by BSF is to be followed. Construction water and electricity is not available at site. Contractor has to make the provision of the same. Bidder must visit the site before quoting the rate to have the fare idea of site and access the difficulty and approach at site.**

## **MATERIAL SPECIFICATION**

Crushed stones or gravels may be used as back fill stones. The back-fill stones should be clean, durable, angular, hard and resistant to breakage.

It should be well graded of size 50 mm down to 12 mm ( $C_u > 3$ ,  $C_c = 1$  to  $3$ , %age finer than 12mm  $< 5\%$ ).

The crushing value of the stone shall not be more than 25%, Flakiness Index not more than 15%, Abrasion value not more than 30%, Impact Value not more than 25%.

### **Stone Column installation**

Installation of stone column shall be as per relevant drawing and as per the direction of Engineer-in-charge.

## **EQUIPMENT AND ACCESSORIES**

The equipment and accessories for installation of stone column shall be with using ground improvement rigs and accessories capable of installing stone columns by Vibro-displacement method (dry method) using vibro flot/vibro cat/any other suitable means to suit the installation procedure mentioned below. These shall be of standard type and shall have the approval of the Engineer.

## **INSTALLATION PROCEDURE**

Vibro flot/vibro cat/any other suitable means is used to support the bottom feed vibrator assembly and penetration of required depth by the combined actions of vibrations and a push down thrust. No water shall be used to penetrate the vibro flot/vibro cat in any case. Once the vibrator is reached to the required depth, stone shall be filled to the tip of the vibrator. The vibrator shall be removed in small steps up and down to laterally displace the stone and simultaneously compact the stone and the surrounding in- situ soil.

The stone columns should be installed using vibro-compaction method and it must be ensured that on an average 25 % of extra stones are consumed during installation.

Filling of site can be done before execution of stone columns. After filling is completed, stone columns can be installed to required cut-off levels.

There should be at least two rows of stone columns with their centres falling outside the foundation boundary. Hence, in case the stone column centre of the row at or near the

boundary of foundation is inside the edge of foundation, there are two more rows required to be installed outside that row. In case the centre of stone column at or near the boundary of foundation is outside the edge of foundation, there is only one more row required to be installed further outside.

Filling of stone column shall be done for 800 mm depth with desired back fill material as specified elsewhere in the specification. This process shall be repeated up to ground level, leaving a well compacted, tightly interlocked stone column surrounded by soil.

The vibrator shall not be removed from the ground during column construction in order to maintain stability of the sides to ensure that the stone shall reach the required depth.

After withdrawal/lifting the vibrator for about 800 mm, the backfill material inside the hole shall be thoroughly compacted using dynamic compaction method so as to achieve maximum compaction. Dynamic compaction may be done using a suitable means operating inside the hole.

Once the first layer is compacted, fill the bore for another 800 mm height with the desired backfill material and the procedure mentioned above shall be repeated so as to achieve maximum compaction.

After achieving the compaction of 2nd layer, repeat the procedure as mentioned above layer wise till the stone column are installed up to the existing ground level.

While installing a large group of stone column, the sequence of installation shall be from the centre to the periphery or one side to the other for avoiding possibility of damaging the neighbouring stone column and heaving of soil.

Centre to centre spacing of stone column shall be as per the relevant drawing.

### **CONTROL OF POSITION AND ALIGNMENT**

Stone column shall be installed as accurately vertical as possible.

### **ADJACENT STRUCTURES**

When working near existing structures, care shall be taken to avoid any damage to such structures.

### **REFERENCE OF STONE COLUMN**

Each stone column shall be identified with a reference number.

### **REJECTION AND REPLACEMENT OF DEFECTIVE STONE COLUMN**

The Engineer reserves the right to reject any stone column which in his opinion is defective on account of position, alignment, quality of workmanship and materials etc.

Stone column that are defective shall be left in place as judged convenient by the Engineer without affecting the performance of adjacent stone column. The Bidder shall install additional stone column to substitute the defective stone column as per the directions of the Engineer at no extra cost to **BHEL**.

### **RECORDING OF STONE COLUMN DATA**

The Bidder shall record all the information during installation of stone column. Typical data sheet for recording pile data shall be as shown in Annexure-D of IS: 15284, Part I. On completion of each stone column installation, stone column record in triplicate shall be submitted to Engineer.

### **TESTING AND QUALITY ASSURANCE**

Facilities required for testing of stone column in field should be provided by the Bidder. The Bidder shall carry out all testing in accordance with the relevant Indian Standards and as per this Specification. Where no specific testing procedure is mentioned the tests shall be carried out as per the prevalent accepted engineering practice and as per the directions of the Engineer. Test shall be done in the presence of the Engineer or his authorized representative.

All inspection and testing records shall be maintained which shall be made available to the Engineer.

Material found unsuitable for acceptance shall be removed and replaced.

### **QUALITY ASSURANCE PROGRAM**

The installation procedure mentioned above shall be followed and any deviations in the same shall be brought to the notice of the Engineer. This shall also include setting up of a testing laboratory, arrangement of testing apparatus/equipment, deployment of qualified/experienced manpower, etc. The testing apparatus/equipment installed in the field laboratory shall be calibrated/ corrected by the qualified persons as frequently as possible to give accurate testing results.

### **TESTING FOR POSITION AND ALIGNMENT**

Each stone column shall be checked for its position and alignment as per relevant drawing. Testing on the stone column shall be carry out with load test as per IS 15284 part I after the installation of stone columns

### **SPECIFIC TECHNICAL REQUIREMENT**

All technical requirements shall be as per Customer Technical Specification/IS Codes and General Technical Specification. In case of any difference between Customer Technical and general technical specification and IS code, the provision of customer

technical specification shall prevail.

## **BILL OF QUANTITIES**

The Bill of Quantity shall be as per page 6.

The quantities indicated in the 'Bill of Quantity Cum Price Schedule' are indicative and can vary to any extent. Contractor shall not be entitled for any claim for any such variation in the quantities.

The provision of Bill of Quantity cum price schedule, specifications and drawings shall be read in conjunction with each other and in case of conflict amongst them, the clarification shall be obtained from the Engineer-in-charge whose decision shall be final and binding.

Mode of measurement of stone column will be in running meter.

**BILL OF QUANTITY CUM PRICE SCHEDULE**

Name of Project  
Name of Work

400KV GIS SUBSTATION AT KHAVADA-2  
GROUND IMPROVEMENT WORK AT KHAVADA

SR_NO	Description_of_Item	Quantity	UOM	Unit Rate Excl. GST (Rs)	AMOUNT (Excl. GST)
1	Mobilisation of ground improvement rigs(for Vibrodisplacement dry method) of stone columns and accessories capable of boring/drilling applicable for SR No.2 in all types of strata/installing various size to project site and demobilisation of the same after completion of works etc all complete.	2	NOS	3250000	6500000
2	Providing and installing 800 mm diameter and 14 m long stone column with Vibrodisplacement method (dry method) and filling in layers of 800 mm thick using 50mm down stone aggregate as back fill material and each layer be well compacted by vibro method and shall be thoroughly compacted . This procedure shall be repeated for each layer till the ground level is reached for ground improvement of soil deposit at desired location including all materials, equipments etc complete as per specifications,drawing and as directed by the engineering -in-charge	3000	NOS	43800	131400000
3	Rebate over ST No 2 for not providing 50mm down stone per metre depth(as specified) from ground level.	1000	CUM	1800	-1800000
4	Extra over ST. No. 2 for stone column with Vibrodisplacement method (dry method) having length more than the specified depth below cut off level.	500	RM	3130	1565000
5	Rebate on ST No.2 for stone column with vibro displacement method (dry method) having length less than the specified length below ground level.	1000	RM	3130	-3130000
6	Pre soil investigation works-Making 150mm nominal diameter bore hole up to a maximum depth of 20 m below ground level at various locations in all types of soil including laterite/ash using suitable approved method of boring including chiselling, cleaning, providing casing pipes as required or as directed; performing standard penetration test at every 1 m interval alternate to collection of undisturbed soil samples up to 15 m depth below ground level and at every 1.5 m interval alternate to collection of undisturbed soil samples beyond 15 m depth, at change of strata and at depths wherever undisturbed soil samples could not be collected; collection of undisturbed sample (UDS) at every 1 m interval alternate to conducting standard penetration test up to 15 m depth below ground level and at every 1.5 m interval alternate to conducting standard penetration test beyond 15 m depth; collection of disturbed soil samples and water samples, sealing and packing of samples, observation such as ground water table etc; transportation of all the collected samples to the laboratory and back filling of boreholes with sand on completion of the same etc all complete as per specification and as directed by the engineer-in-charge. This includes Conducting laboratory test on soil samples at an approved laboratory including preparation of soil samples to determine a) bulk density b) moisture content c) specific gravity d)unconfined compressive strength e) void ratio f) unconsolidated undrained test g)one dimensional consolidation test etc. all complete as per specification.	5	Nos	112500	562500
7	Pre soil investigation works-Conducting electronic cone penetration test with pore pressure measurement at specified locations for a maximum depth up to 20m below ground level submission of approved test report etc. as per specification.	5	NOS	68333	341667
8	Design Preparation & Submission of Design Report, Submission of other documents like Construction Drawings, Method Statements, Post assessment reports any other doc. For completion of the work all in complete.	1	LS	1100000	1100000
9	Initial vertical load testing of single stone column of 800 mm dia for design load intensity as per IS:15284(Pt.I):2003, complete with all labour, equipment, kentledge, material etc.	1	Nos	239665	239665
10	Initial vertical load testing of group of 3 stone columns of 800 mm dia each for design load intensity as per IS:15284(Pt.I):2003, complete with all labour,equipment, kentledge, material etc.	1	Nos	440130	440130
11	Routine vertical load testing of single stone column of 800 mm dia for design load intensity as per IS:15284(Pt.I):2003, complete with all labour,equipment, kentledge, material etc	7	Nos	191269	1338883
12	Routine vertical load testing of group of 3 stone columns of 800 mm dia each for design load intensity as per IS:15284(Pt.I):2003, complete with all labour, equipment, kentledge, material etc.	3	Nos	330513	991538
				<b>Total</b>	<b>139549382</b>

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

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

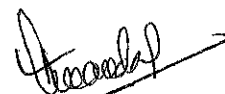
In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



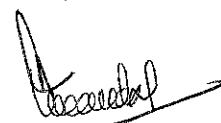
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.



**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

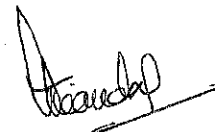
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

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

**Section 8 -Independent External Monitor(s)**

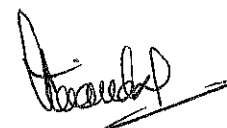
- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

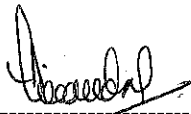
#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



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

Place NOIDA(UP)  
 Date \_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

**REF:** .....

**Dated**.....

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
Plot No- 25, Sector- 16A, Noida,  
Distt. Gautambudh Nagar, UP-201301**

**SUB.:Tender for “EXECUTION AND HANDING OVER OF GROUND IMPROVEMENT WORK (PKG I-A) IN 400 KV GIS SUBSTATION AT PGCIL KHAVDA IN GUJARAT”.**

**TENDER NO.: - TBSM/KHAVDA/CIVIL/PKG I-A/TENDER/23-24**

**Date: 07.10.2023**

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

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

Thanking you,

Yours faithfully,

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

## 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)

**Ref:**

**Date.....**

**To,  
AGM/TBSM  
BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
PLOT NO.-25, SECTOR-16A,  
NOIDA - 201301 (U.P.)**

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No. TBSM/KHAVDA/CIVIL/PKG I-A/TENDER/23-24      Date: - 07.10.2023

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

**Tick (✓) any one as applicable:**

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

OR

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

a)

b)

Signature of the Authorized 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.

