



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)

Ref: PSER:SCT:NKP-C2093:8321

Date: 17-12-2020

**NOTICE INVITING TENDER**

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal <https://bhel.abcprocure.com> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to compliance of loading criteria as per clause no. 8.0 of NIT etc. specified below. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	PSER:SCT:NKP-C2093:20.
ii	Broad Scope of job	<i>Balance Structural and Civil works etc. of U#1 &amp; U#3 for 3x660 MW North Karanpura STPP, Jharkhand.</i>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>General conditions of contract (Supply)</i>
b	<b>Volume-IB</b>	<i>General conditions of contract (Service)</i>
c	Volume-IC	<i>Special conditions of contract (Supply)</i>
d	<b>Volume-ID</b>	<i>Special conditions of contract (Service)</i>
e	<b>Volume-IE</b>	<i>Forms and Procedures etc.</i>
f	<b>Volume-IF</b>	<i>Technical Conditions of Contract (TCC) (CML, TS, DWG)</i>
g	<b>Volume-III</b>	<i>Price Schedule (Absolute value) - Rev-00</i>
iv	ISSUE OF TENDER DOCUMENTS	<i>This is an E-tender floated online through our E-Procurement Site <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>. Start date of the tender: 17-12-2020.</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 31-12-2020, Time: 15-00 Hrs. IST The bidder should respond by submitting their offer online in our e-Procurement platform at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> only. Offers are invited in two-parts only. Hard copy bid or bids through email/fax shall not be accepted.</i>
vi	OPENING OF TENDER	<i>Date: 31-12-2020. 1 hour after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender.</i>

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vii	EMD AMOUNT	--	Not Applicable.
viii	COST OF TENDER	--	Not Applicable.
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 24-12-2020. Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable.
x	SCHEDULE OF Pre Bid Discussion (PBD)	--	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN.)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<b>IEM DETAILS:</b> Refer Clause No 34.0 below.	Applicable.
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> ) ; CPP portal & E-Procurement Site <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> only <u>and not in the Newspapers</u> . Bidders to keep themselves updated with all such information.	Shall be intimated to bidder.

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

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.

4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For Electronic Fund Transfer, please refer RTGS details of BHEL available in Volume-IE.  
For other details please refer General Conditions of Contract.  
Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no vii under clause no 1.0 of NIT.

5.0 Procedure for Submission of Tenders: The Tenderers must submit their Tenders as detailed below:

#### DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. ( <b>To be attached in relevant Attachment section</b> )	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be	

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	<p>attached in relevant Attachment section)</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e -procurement portal. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ul> </li> </ul>	
iii.	<p>Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	<p>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.</p> <p>(To be attached in relevant Attachment section)</p>	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	<p>Duly filled-in annexures, formats etc as required under this Tender Specification/NIT</p> <p>(To be attached in relevant Attachment section)</p>	
vii.	<p>Notice inviting Tender (NIT)</p> <p>(To be attached in relevant Attachment section)</p>	
viii.	<p>Volume – I F: Technical Conditions of Contract (TCC)</p> <p>(To be attached in relevant Attachment section)</p>	
ix.	<p>Volume – I D: Special Conditions of Contract (SCC)-Service</p> <p>(To be attached in relevant Attachment section)</p>	
x.	<p>Volume – I B: General Conditions of Contract (GCC)-Service</p> <p>(To be attached in relevant Attachment section)</p>	
xii.	<p>Volume – I E: Forms &amp; Procedures etc.</p> <p>(To be attached in relevant Attachment section)</p>	
xiii.	<p>Volume-III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.</p> <p>(To be attached in Unpriced Bid Attachment section)</p>	
xiv.	<p>Any other details preferred by bidder with proper indexing.</p> <p>(To be attached in relevant Attachment section)</p>	

<b>PART-I B</b>	EMD/ COST OF TENDER – Not Applicable for this tender. (To be submitted offline within due date of offer submission)	
<b>CONTAINING THE FOLLOWING:-</b>		
i.	<ol style="list-style-type: none"> <li>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</li> <li>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</li> </ol>	

<b>PART-II</b>	<b>PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

**SPECIAL NOTE:**

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) All documents/ annexures submitted with the offer shall be properly attached in the respective sections. BHEL shall not be responsible for any missing documents.

6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

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

**8.0 Assessment of Capacity of Bidders:**

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

I. **LOAD:** Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -  
(Note: For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(Note: For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

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i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

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

- P<sub>1</sub>, P<sub>2</sub>, P<sub>3</sub>, P<sub>4</sub>, P<sub>5</sub>, .... P<sub>N</sub> etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P<sub>T</sub> (i.e. P<sub>T</sub> = P<sub>1</sub>+P<sub>2</sub>+P<sub>3</sub>+P<sub>4</sub> +...P<sub>N</sub>)
- Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc. for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. T<sub>T</sub> = T<sub>1</sub> + T<sub>2</sub> + T<sub>3</sub> +T<sub>4</sub> + ..T<sub>N</sub> )
- Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>.... S<sub>1-T1</sub>) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e. S<sub>1</sub> = S<sub>1-1</sub>+ S<sub>1-2</sub>+ S<sub>1-3</sub>+ S<sub>1-4</sub>+ S<sub>1-5</sub>...S<sub>1-T1</sub>). Similarly, S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub> etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. 'S<sub>T</sub>' = S<sub>1</sub>+ S<sub>2</sub>+ S<sub>3</sub>+ S<sub>4</sub>+ S<sub>5</sub>+.... S<sub>N</sub>)
- Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

Aggregate of Performance scores for all similar packages in all the Regions

= -----

Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions

S<sub>T</sub>

= -----

T<sub>T</sub>

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

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

Sl. No.	Item Description	Details for all Regions								Total
		(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>		Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum ( $\Sigma$ ) of columns (iii) to (ix)

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Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)								(x)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = T <sub>T</sub>
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	..	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>

ii). Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R<sub>BHEL</sub>' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R<sub>BHEL</sub> cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating (R<sub>BHEL</sub>) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R <sub>BHEL</sub> )	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages P<sub>Max</sub> = (R<sub>BHEL</sub> - 60) divided by corresponding value of 'L', i.e. (R<sub>BHEL</sub> - 60)/L  
Note:

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- i). In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- ii). For  $R_{BHEL} = 60$ ,  $P_{Max} = '1'$
- iii). For  $R_{BHEL} \geq 80$ , there will be no upper limit on  $P_{Max}$

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$   
(Where P is calculated as per clause 'I' above)

Note: For the transition period of 1 year (i.e. for all the NITs floated between 11<sup>th</sup> May 2019 to 10<sup>th</sup> May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

#### IV. Explanatory note:

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

Table-1

Civil	Electrical and C&I	Mechanical
<ul style="list-style-type: none"> <li>i). Enabling works</li> <li>ii). Pile and Pile Caps</li> <li>iii). Civil Works including foundations</li> <li>iv). Structural Steel Fabrication &amp; Erection</li> <li>v). Chimney</li> <li>vi). Cooling Tower</li> <li>vii). Others (Civil)</li> </ul>	<ul style="list-style-type: none"> <li>i). Electrical</li> <li>ii). C&amp;I</li> <li>iii). Others (Elect. and C&amp;I)</li> </ul>	<ul style="list-style-type: none"> <li>i). Boiler &amp; Aux (All types including CW Piping if applicable)</li> <li>ii). Power Cycle Piping/Critical Piping</li> <li>iii). ESP</li> <li>iv). LP Piping</li> <li>v). Steam Turbine Generator set &amp; Aux</li> <li>vi). Gas Turbine Generator set &amp; Aux</li> <li>vii). Hydro Turbine Generator set &amp; Aux</li> <li>viii). Turbo Blower (including Steam Turbine)</li> <li>ix). Material Management</li> <li>x). FGD</li> <li>xi). ACC</li> <li>xii). Others (Mechanical)</li> </ul>

- iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including

the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than three, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed::

- All the bidders having Overall Performance Rating ('RBHEL')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- If even after using option "a", the number of qualified bidders remains less than three, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- If even after using option "a" and "b", the number of qualified bidders remains less than three, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than three, then all bidders (a)- having Overall Performance Rating ('RBHEL')  $\geq 60$ , (b)- First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

v). 'Under execution' shall mean works in progress as per the following:

- Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
- Up to Steam Blowing in case of Boiler/ESP/Piping Packages
- Up to Synchronization in all Balance Packages

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

vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

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- a. Short hold: Evaluation shall not be applicable for this period, however Loading will be considered.
- b. Long hold: Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

ix). Performance evaluation in CL 8 above is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

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

10.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://bhel.abcprocure.com>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

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

12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail.

13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.

15.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such as case, price bid (Volume-III) uploaded in E-procurement Site <https://bhel.abcprocure.com> will be opened.

17.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.

18.0 Reverse Auction: Not applicable for this tender.

19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

20.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

22.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the details to be complied with is enclosed herewith as per Annexure-5 UNLESS SPECIFIED OTHERWISE IN PQR.

23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

24.0 The bidder may have to produce original document for verification if so decided by BHEL.

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

I) Integrity commitment, performance of the contract and punitive action thereof:

a) 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.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit 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.

b.ii) 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.

b.iii) 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 includes 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.

26.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall

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be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".

27.0 VOID.

28.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](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.

29.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with GCC-Volume-IB & SCC-Volume-ID. This Annexure-A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.

30.0 DELETED.

31.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.

32.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.

33.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

34.0 **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.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

(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 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 email 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):

Name	Papori Boro/ Anish Kumar	Sandipan Biswas
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake,	DJ-9/1, Sector – II, Salt Lake,

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	Kolkata – 700091	Kolkata – 700091
Phone	033-2339 8231/ 8235	033-2339 8226
Email	paporibhel.in/ k.anish@bhel.in	bsandipan@bhel.in
FAX	033-2321 1960	033-2321 1960

35.0 For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-2 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

36.0 Bidders are requested to submit their best price as per latest price schedule of the tender.

37.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

38.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.  
All overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

39.0 Bidder shall submit duly filled & signed Form-3 along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020. In this connection, following may be noted:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of

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shares or capital or profits of the company;

- b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, in this regard, provision of Clause no 1.15.9 of GCC shall also be applicable.

40.0 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 a 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.

41.0 The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

42.0 GeMAR and PTS ID: GEM/GARPTS/ 07122020/DNVA13PEGIZ7

43.0 The Bidder declares that they 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

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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.

Format attached (Annexure-6-Declaration reg. Related Firms & their areas of Activities).

#### 44.0 Order of Precedence

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

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid-Volume-III
- d. Technical Conditions of Contract (TCC) -- Volume-IF
- e. Special Conditions of Contract (SCC) —Volume-ID
- f. General Conditions of Contract (GCC) —Volume-IB
- g. Forms and Procedures —Volume-IE

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engr. (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8231/ 8235/ 8000
	FAX no	033-23211960
	E-mail	<a href="mailto:papori@bhel.in">papori@bhel.in</a> / <a href="mailto:k.anish@bhel.in">k.anish@bhel.in</a> / <a href="mailto:bsandipan@bhel.in">bsandipan@bhel.in</a>

#### Enclosure

01. Annexure-1: Pre Qualification Criteria.
02. Format-1 & Format-2/PQ Explanatory Note
03. Annexure-2: Format for No Deviation Certificate.
04. Annexure-3: Format for seeking clarification.
05. Annexure-4: Check List.
06. Annexure-5: Conditions for consortium/tie up.
07. Annexure-6-Declaration reg. Related Firms & their areas of Activities
08. Annexure –A- Amendment to GCC/SCC.
09. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
10. Annexure-E- Statewise GST Registration nos.
11. Annexure-F- Bankruptcy/ Liquidation Undertaking
12. Annexure- CPP-GST/I.
13. Form-2 (Format for local content)
14. Form-3
15. Integrity Pact Agreement Format (Separate)
16. Other Tender documents as per this NIT.

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ANNEXURE-1PRE QUALIFICATION CRITERIA

JOB	BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.
TENDER NO	PSER:SCT:NKP-C2093:20.

SL. NO.	CRITERIA
<b>FINANCIAL CRITERIA</b>	
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER Rs. 1448.55 LAKH DURING THREE CONSECUTIVE FINANCIAL YEARS 2016-17, 2017-18 AND 2018-19 OR THREE CONSECUTIVE FINANCIAL YEARS 2017-18, 2018-19 AND 2019-20 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE THREE CONSECUTIVE FINANCIAL YEARS 2016-17, 2017-18 AND 2018-19 OR THREE CONSECUTIVE FINANCIAL YEARS 2017-18, 2018-19 AND 2019-20. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR THE ABOVE MENTIONED FINANCIAL YEARS, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
<b>TECHNICAL CRITERIA</b>	
2.1	<p>BIDDER SHOULD HAVE EXECUTED PILING OR CIVIL OR STRUCTURE OR 'CIVIL AND STRUCTURAL WORKS' OR RCC CHIMNEY OR RCC COOLING TOWER OR RCC SILO OR MILL BUNKER OR ANY COMBINATION OF THESE IN THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DATE OF BID SUBMISSION, VALUE OF WHICH SHOULD NOT BE LESS THAN EITHER OF THE FOLLOWING:</p> <p>A) 1 (SINGLE) WORK OF VALUE NOT LESS THAN Rs. 3862.81 LAKH OR</p> <p>B) 2 (TWO) WORKS OF VALUE NOT LESS THAN Rs. 2414.26 LAKH EACH OR</p> <p>C) 3 (THREE) WORKS OF VALUE NOT LESS THAN Rs. 1931.41 LAKH EACH</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED.</p>
2.2	<p>BIDDER SHOULD HAVE EXECUTED EITHER OF THE BELOW MENTIONED WORKS IN EACH CASE IN THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER:</p> <p>ATLEAST 2127 MT STRUCTURE FABRICATION WORK OR ATLEAST 2127 MT STRUCTURE ERECTION WORK WITHIN A COMMON PERIOD OF TWELVE CONSECUTIVE MONTHS IN CUMULATIVE OF TWO COMPLETED/RUNNING CONTRACTS.</p> <p>OR</p> <p>ATLEAST 1418 MT STRUCTURE FABRICATION WORK OR ATLEAST 1418 MT STRUCTURE ERECTION WORK WITHIN A PERIOD OF TWELVE CONSECUTIVE MONTHS IN ONE COMPLETED/RUNNING CONTRACT.</p> <p>OR</p> <p>STRUCTURE WORK FOR MILL BUNKER FOR ATLEAST ONE UNIT <math>\geq</math> 190 MW</p> <p>OR</p> <p>BOILER ( CONSISTING OF STRUCTURES, PRESSURE PARTS OF THE SAME UNIT AS STANDALONE</p>

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	BIDDER) FOR ATLEAST ONE UNIT $\geq$ 190 MW  RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
2.3	BIDDER SHOULD HAVE EXECUTED EITHER OF THE BELOW MENTIONED WORKS IN EACH CASE IN THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER:  AT LEAST 24 CUM OF RCC QUANTITIES WITHIN A COMMON PERIOD OF TWELVE CONSECUTIVE MONTHS IN CUMULATIVE OF TWO RUNNING/COMPLETED CONTRACTS. OR AT LEAST 16 CUM OF RCC QUANTITIES WITHIN A PERIOD OF TWELVE CONSECUTIVE MONTHS IN ONE RUNNING/COMPLETED CONTRACT. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
4.0	IN CASE A BIDDER DOES NOT SATISFY PQR- 2.3 ABOVE, THEN THE BIDDER CAN FORM CONSORTIUM FOR MEETING PQR 2.3. IN CASE OF CONSORTIUM BIDDING, FOLLOWING SHALL BE APPLICABLE:
4.1	IN CASE OF CONSORTIUM BIDDING, CONSORTIUM PARTNER SHALL COMPLY WITH CRITERIA 2.3.
4.2	PRIME BIDDER SHALL BE RESPONSIBLE FOR SATISFYING THE FINANCIAL PQR 1.0 ABOVE.
4.3	PRIME BIDDER SHALL SUBMIT THE ENTIRE TENDER ALONG WITH THE CREDENTIALS, ALL STATUTORY DOCUMENTS AND THE DOCUMENTS IN SUPPORT OF PQR CONDITIONS OF THE CONSORTIUM PARTNER.
4.4	NUMBER OF PARTNERS INCLUDING PRIME BIDDER SHALL NOT BE MORE THAN 2 (TWO).
4.5	PRIME BIDDER AND CONSORTIUM PARTNER SHALL ENTER INTO A CONSORTIUM AGREEMENT & CERTIFY TO BHEL REGARDING EXISTENCE AND VALIDITY OF THEIR CONSORTIUM AGREEMENT IN LINE WITH VALIDITY PERIOD MENTIONED IN NIT.
4.6	PRIME BIDDER AND CONSORTIUM PARTNER EACH SHALL COMPLY WITH CRITERIA UNDER SL NO 3.0.
4.7	IN CASE OF CONSORTIUM BIDDING, PRIME BIDDER SHALL BE RESPONSIBLE FOR OVERALL EXECUTION OF THE CONTRACT.
4.8	PRIME BIDDER SHALL NECESSARILY COMPLY WITH TECHNICAL CRITERIA 2.1 & 2.2.
4.9	PRIME BIDDER SHALL COMPLY WITH ALL OTHER PRE-QUALIFYING CRITERIA FOR THE TENDER UNLESS OTHERWISE SPECIFIED
4.10	THE CONSORTIUM PARTNER SHALL DEPOSIT SECURITY DEPOSIT OF 1 % OF TOTAL CONTRACT VALUE IN ADDITION TO SECURITY DEPOSIT TO BE SUBMITTED BY PRIME BIDDER FOR THE TOTAL CONTRACT VALUE.
4.11	PERFORMANCE SHALL BE EVALUATED FOR PRIME BIDDER AND THE CONSORTIUM PARTNER FOR THEIR RESPECTIVE SCOPE OF WORK.
4.12	IN CASE THE CONSORTIUM PARTNER BACKS OUT, ANOTHER CONSORTIUM PARTNER MEETING THE AFORESAID PERTINENT QUALIFYING REQUIREMENTS, HAS TO BE ENGAGED BY PRIME BIDDER AND IF NOT, THE RESPECTIVE WORK WILL BE WITHDRAWN AND EXECUTED AT THE RISK & COST BASIS OF THE PRIME BIDDER.
4.13	IN CASE PRIME BIDDER WITHDRAWS OR INSOLVENCY/LIQUIDATION/WINDING UP PROCEEDINGS HAVE BEEN INITIATED /ADMITTED AGAINST THE PRIME BIDDER, BHEL RESERVES THE RIGHT TO CANCEL, TERMINATE OR SHORT CLOSE THE CONTRACT OR TAKE ANY OTHER ACTION TO SAFEGUARD BHEL's INTEREST IN THEPROJECT/CONTRACT.
	GENERAL REQUIREMENT AND EXPLANATORY NOTE
1.0	'EXECUTED' MEANS BIDDER SHOULD HAVE ACHIEVED THE TECHNICAL CRITERIA SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
2.0	BIDDER SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, CURRENT LITIGATION, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING.
3.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
4.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER

	LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
5.0	<p>EXISTING VENDOR / CONTRACTOR DEPLOYED BY BHEL AGAINST WORK ORDER No : PSER:SCT:NKP-C1629:15:WO:4640 DATED 13.08.2015 FOR THE JOB OF PACKAGE-A (CIVIL, STRUCTURAL &amp; ARCHITECTURAL WORKS ETC OF BTG AREA FOR U#1 &amp; 3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND) SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER</p> <p>EXISTING CONTRACTOR WILL INCLUDE:</p> <ul style="list-style-type: none"> <li>a. IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR.</li> <li>b. IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS / SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY NEW PARTNER) OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.</li> </ul>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**Explanatory Notes for the PQR (unless otherwise specified in the PQR):**

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated along with all annexures.
2. In case audited Financial statements have not been submitted for all the three years as indicated, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
3. Net Worth (Only in case of companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished. Net worth = Paid up share capital + Reserves.
4. PROFIT shall be PBT earned during any one year of last three financial years.
5. Additional' Criteria in respect of 'Technical' criteria of PQR for Civil, Electrical, CI, unless otherwise specified:
  - i) 'Similar' work means
    - a. Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these shall be considered similar works for all packages mentioned under 'CIVIL WORKS'
    - b. Electrical or C&I or 'Electrical and C&I' shall be considered similar works for all packages mentioned under 'ELECTRICAL AND C&I WORKS'
6. For evaluation of PQR of Civil, Electrical and C&I packages, in case Bidder alone does not meet the 'Additional' pre-qualifying technical criteria, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
  - a. The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).
  - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value.
  - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
  - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
  - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
7. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
8. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR even if the Contract has not been completed or closed
9. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
10. Unless otherwise specified, for the purpose of "Technical Criteria" of PQR , the word 'EXECUTED' means achievement of milestones as defined below -
  - "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
  - "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
  - "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
  - For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.
  - "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
  - "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
  - "GAS IN" in respect of HRSG.
  - "STEAM BLOWING" in respect of Power Cycle Piping.
  - "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
  - "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
  - "SYNCHRONISATION" in respect of STG / GTG.
  - "SPINNING" in respect of HTG.
  - "GAS IN" in respect of FGD
11. Boiler means HRSG or WHRB or any other types of Steam Generator
12. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass
13. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO

rating of the same in terms of MW shall be considered for evaluation.

14. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + \frac{0.425 \times R \times (X_N - X_0)}{X_0} + \frac{0.425 \times R \times (Y_N - Y_0)}{Y_0}$$

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution

15. Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

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

17. Credentials submitted by the bidder against "PRE QUALIFYING CRITERIA" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

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Format-1 /PQ Explanatory Note**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....  
 .....  
 .....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... for “.....” (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s .....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on .....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

**(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)**

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Format-2 /PQ Explanatory Note**Undertaking from the Parent Company/ Subsidiary Company of the bidder***(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)*

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....

.....

Dear Sir,

We refer to the NIT No..... dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company**

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**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

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

Sub	No Deviation Certificate.	
Job	Balance Structural and Civil works etc. of U#1 & U#3 for 3x660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-C2093:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-C2093:8321, Date: 17-12-2020.
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification and integrity pact (if applicable).

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/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

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**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

JOB	Balance Structural and Civil works etc. of U#1 & U#3 for 3x660 MW North Karanpura STPP, Jharkhand.
TENDER NO	PSER:SCT:NKP-C2093:20.

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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**CHECK LIST**

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

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

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

DATE :

AUTORISED SIGNATORY  
(With Name, Designation and Company seal)

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ANNEXURE-5CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)

- 1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable. The Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on six monthly basis.
- 2 Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR.
- 4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.
- 5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 8.0
- 6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 9 Prime Bidder shall be responsible for the overall execution of the contract
- 10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 13 After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- 14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.

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**ANNEXURE-6****DECLARATION**

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

To: \_\_\_\_\_  
 Address: BHEL, \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

email: \_\_\_\_\_

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

*Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.*

Regards,

( \_\_\_\_\_ )

From: \_\_\_\_\_  
 Supplier Code: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Annexure - AAmendment to GCC/SCC

## 1. Introduction of Clause No 1.15.13 in GCC as below:

**Clause No 1.15.13:** Additional security deposit (SD) has to be submitted by the successful bidder with value as follows:

"If the final price of successful bidder is lesser by 'more than 20%' of BHEL's estimate - 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit = 30 % of (A-B) limited to a maximum of 10% of the 'Total Price/Contract Value', where,

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder (in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."

## 2. Clause no. 1.9.1(ii) of GCC shall be read as below:

The EMD may be accepted only in the following forms:

- (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

In addition to above, the EMD amount in excess of Rs. 2 Lakh may also 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. EMD of successful tenderer will be retained as part of Security Deposit.

Clause no. 1.9.1(iv) & (v) of GCC stands deleted.

## 3. Clause no. 1.10.1 of GCC shall be read as below:

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.

## 4. Clause no. 1.10.2 of GCC shall be read as below:

At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited by deducting 10% of the gross amount progressively

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from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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, with the approval of competent authorities.

5. Clause no. 1.10.3 of GCC shall be read as below:

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

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(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)

6. Introduction of Clause No. 1.10.8 in GCC as below:

Clause No 1.10.8: SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor.

If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor.

Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery).

In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.

7. Clause no. 1.11 of GCC shall be read as below:

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

8. Introduction of the following paragraph in clause no. 2.7.1 under clause no. 2.7 "Rights of BHEL" of GCC:

"In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions."

9. Clause no. 2.8.3, 2.8.4 and 2.8.5 of GCC shall be read as below:

Clause no. 2.8.3: The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers

Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

**Clause no. 2.8.4:** The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer.

**Clause no. 2.8.5:** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

#### 10. Clause 2.12 of GCC (Overrun Compensation)

##### 2.12 OVERRUN COMPENSATION (ORC)

2.12.1 ORC during original contract period: No ORC shall be applicable during the original contract period.

2.12.2 ORC during extended period for the reasons solely attributable to contractor: No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.

2.12.3 ORC during extended period for the reasons not attributable to contractor: ORC shall be payable as per following procedure:

2.12.3.1 For initial period of twelve months of extended period, ORC rate applicable over executed value shall be 5%. For every subsequent period of twelve months, ORC rate shall be further increased by 5% over the previous rate. For example, ORC rates applicable for initial period of 12 months and subsequent period of 12 months are given below.

Sl. No.	Extended Period for the reasons attributable to BHEL	ORC rate applicable over executed value
1	First 12 months	5%
2	13th-24th month and so on	10.25% {[(1.05 x 1.05)-1] x 100}

This process of increasing ORC rate for each subsequent period of 12 months shall continue till applicability of ORC.

2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.

2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.  
ORC shall be payable only on Part-1 and no ORC shall be payable on Part-2.

Value of Part-1 shall be further limited to the value of actual inputs provided by BHEL i.e. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14 for calculation of ORC.

2.12.3.4 Payment of ORC amount shall be further regulated as follows:

- (i) 50% of the ORC is allocated for deployment of matching resources (with weightages) agreed as per the joint programme drawn vide 2.11.4. ORC Payment against resources shall be calculated in proportion to percentage of resources actually deployed w.r.t. planned resources, as per Form-14.
- (ii) 50% of ORC is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. ORC Payment shall be reduced in proportion to percentage shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14.

2.12.3.5 The maximum amount of ORC payable for the month shall be limited to Rs. 5,00,000/-.

2.12.3.6 In case, there is no shortfall attributable to contractor for the month and also contractor has deployed the resources as agreed in Form-14 but ORC amount payable for the month worked out as per procedure mentioned in clause 2.12.3.3, 2.12.3.4 and 2.12.3.5, is less than Rs.1,00,000/-, then ORC amount payable for the month shall be Rs.1,00,000/- otherwise ORC amount payable for the month shall remain same.

2.12.3.7 In case execution is on HOLD (Other than Force Majeure), ORC shall be payable as per following:

- i). Contractor has not been permitted by BHEL to de-mobilize
  - a) ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD provided resources as planned are deployed (not demobilised) during the period of hold.
  - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.
- ii). Contractor has been permitted to demobilize and to remobilize after lifting of HOLD
  - a) No ORC shall be payable to contractor for the period of HOLD.
  - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.3.8 In case Force Majeure is invoked:

- (i) No ORC shall be applicable during the period of Force Majeure.
- (ii) Subsequent to revocation of Force Majeure, period of Force Majeure shall be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.4 Applicability of ORC: ORC shall not be applicable for following activities.

- (i) Area cleaning, removal of temporary structures and return of scrap.
- (ii) Punch list points / pending points liquidation pending due to reasons attributable to contractor
- (iii) Submission of "As built Drawing"
- (iv) Material Reconciliation
- (v) Completion of Contract Closure formalities like HR Clearance/ No dues from various dept./ Statutory Authorities etc.

2.12.5 Total Over Run Compensation shall be limited to 10% of the cumulatively executed contract value till the month (excluding Taxes and Duties if payable extra). For this purpose, executed contract value excludes PVC, ORC and Extra/Supplementary Works.

## 11. Clause 2.14 of GCC (Quantity Variation)

a) Existing Clause 2.14.1 of GCC stands revised as follows:

"The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value"

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b) Existing Clause 2.14.2 ii). of GCC stands revised as follows:

"In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation."

12. Clause 2.17 of GCC (Price Variation Compensation) stands revised as follows:

## 2.17 PRICE VARIATION COMPENSATION

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable (only for works executed during extended period, if any, subject to other conditions as described in this section)

2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index shall be as under:

SL NO	CATEGORY	BASE INDEX	PERCENTAGE COMPONENT('K')				
			CIVIL PACKAGES (See Note AB/C)			MECHANICAL PACKAGES	Electrical, C&I Material Management/Handling and other labour oriented packages
			A	B	C		
i)	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: <a href="http://labourbureau.nic.in">labourbureau.nic.in</a> )	40	25	30	65	80
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (See Note E)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS Commodity Code: 1314000000 (See Note E)				15	
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT Commodity Code: 1313050003 (See Note E)		20	30		
v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity: MILD STEEL: LONG PRODUCTS Commodity Code: 1314040000 (See Note E)		25			
vi)	All OTHER MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Commodity Code: 1000000000 (See Note E)	40	12	20		

Note: A) Cement & Steel:Free Issue (BHEL Scope)  
 B) Cement & Steel :In Contractor Scope  
 C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

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D) For Composite packages (i.e. Civil+Mechanical+Electrical and/or CI or Civil+Mechanical or Mechanical+Electrical and/or CI}, the COMPONENT ('K') for various categories shall be as per respective packages as above.

E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: <http://eaindustry.nic.in/home.asp>). Revisions in the index or commodity will be re adjusted accordingly.

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2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

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

Where

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

K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

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

X<sub>N</sub> = Revised Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

X<sub>0</sub> = Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

2.17.5 Base date shall be the calendar month of the schedule completion date (i.e. Actual start date+ Scheduled Contractual completion period as per Letter of Intent/award and/or work order).

2.17.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works.

However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

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

2.17.9 PVC shall be applicable only, during the extended period of contract (if any) after the scheduled completion period and for the portion of work delayed / backlog for the reasons not attributable to the Contractor.

However total quantum of Price Variation amount payable/recoverable shall be regulated as follows:

- i. For the portion of shortfall / backlog not attributable to contractor, PVC shall be worked out on the basis of indices applicable for the respective month in which work is done. Base index shall be applicable as defined in clause 2.17.5
- ii. In case of Force majeure, PVC shall be regulated as per (a) or (b) below:
  - a) Force majeure is invoked before "base date"/ "revised base date" (as explained below) OR immediately after "base date"/ "revised base date" in continuation (i.e. during the period when PVC is not applicable):
    1. Base date shall be revised: Revised base date = Previous base date+ duration of Force majeure.  
No PVC will be applicable for the work done till revised base date.

2. PVC will be applicable for the work done after "base date"/ "revised base date" as the case may be (during extended period when delay is not attributable to contractor). PVC shall be worked out on the basis of indices applicable for the respective month in which work is done with base index as on "base date"/"revised base date" as the case may be.

b) Force majeure is invoked after "base date"/ "revised base date" as the case may be (during extended period when delay is not attributable to contractor) -

1. PVC shall be applicable for the work done after revocation of force majeure.

2. PVC for the work done after revocation of force majeure shall be worked out on the basis of indices applicable for the respective month in which work is done excluding the effect of change in indices during total period of Force majeure(s) invoked after "base date"/ "revised base date" as the case may be. Base index shall be taken as on "base date"/ "revised base date" as the case may be.

iii. The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except extra items due to quantity variation.

**13. Clause 2.2 of GCC (Law governing the contract and court jurisdiction) stands revised as follows:**

"The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to Clause 2.21.1 or 2.21.2 of this Contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract."

**14. Existing Clause 2.21 "ARBITRATION" of GCC has been amended as follows:**

**2.21 ARBITRATION & CONCILIATION**

**2.21.1 ARBITRATION:**

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) 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 any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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

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In the event of any 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 (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.21.1.4 Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

**2.21.2 CONCILIATION:**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) 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 Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

**2.21.3 No Interest payable to Contractor**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

**15. Clause no. 2.7.2 and 2.7.3 of Volume-IB-GCC shall be revised as follows:**

2.7.2.1 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:

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- 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.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows: Risk

$$\text{& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\* Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**NOTE:** Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii) Let the value of executed work till the time of termination of contract= X
- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
- v) LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

**2.7.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - ii) 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.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

**16. Clause 2.24 of GCC (Performance Guarantee for Workmanship)**

Term "Special Conditions of Contract" appearing in 3<sup>rd</sup>line of the current clause 2.24.1, is replaced by "Technical Conditions of Contract"

**17. Clause 4.2.1.7 of Special Condition of Contract (SCC)**

At the end of Clause 4.2.1.7 (i.e. after the line "Decision of BHEL shall be final and binding on the contractor") following para is to be added

"It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL /BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of hire charges as fixed, subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance, such hire charges, if applicable, shall be recovered from contractor's bill / security deposit or any other due payment in one installment."

**18. Clause 9.61 of SCC (NON-COMPLIANCE)**

Under NON-COMPLIANCE, at the end of Clause 9.61 (i.e. after the line "Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.") following para is to be added:

"In case of any financial deduction made by Customer for lapses of safety other than what is provided above or elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender / contract"

**19. Clause 2.15 of GCC (EXTRA WORKS)**

Existing Clause 2.15.5 of GCC stands revised as follows:

"After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

**MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS:** Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals,

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consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 108/- per man hour."

20. Clause 9.1 & 9.2 to 9.62 of SCC (HSE & OHSAS Obligations)

Cl. no. 9.0	No change
Cl. no. 9.1	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL as per "HSE Plan for Site Operations by Sub-contractors" (Document no. HSEP:14, Rev.00) attached with this tender.
Cl. no. 9.2 to 9.62	Deleted

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**Annexure -D****Specific Clause w.r.t. BOCW Act & Cess Act**

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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**ANNEXURE-E****Statewise GST Registration nos.**

<b>Sl. No.</b>	<b>State / UT</b>	<b>GST Reg. No.</b>
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bengal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

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**ANNEXURE-F****UNDERTAKING**

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

To,

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref: NIT/Tender Specification No:**

I/We, \_\_\_\_\_

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

Place:

Date:

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**Annexure- CPP-GST/I****Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration Certificate / Ancillary unit/project affected person of this company/ssi/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same	
as your Login ID. All the mail correspondence	
will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

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**Form-2 (Format for local content)**

Format for Certification regarding Local content (LC) for Services or Works [Certificate to be provided by local supplier from the Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of local suppliers other than companies)

Date:

This is with reference to the notification issued by Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

I < name of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant > do hereby certify that < name of authorized signatory of bidder > S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_ has solemnly affirmed and declared as under:

That the percentage of local content for the Product/ Services/ Works offered by the bidder/supplier (Bidder Name-----) against the subject tender (TENDER NO: PSER:SCT:.....) is \_\_\_\_ %. We certify that the item(s) offered meets the local content requirement for < Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier, tick the applicable option >. We are also enclosing the details of the location(s) at which the local value addition is made. (.....).

That he/she agreed to abide by terms and conditions of the same notification as referred above.

That the information furnished hereinafter by him/her is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/Services/Works has been verified by me and found correct

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and he/she will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) order 2017.

For and behalf of \_\_\_\_\_ <Name of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant>

Stamped & signed by Authorized signatory of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant

<Insert Signature, Stamp, Name, Designation and Contact No and date>

For and behalf of \_\_\_\_\_ <Name of Firm/ entity>

Authorized signatory of Firm/ entity

< Insert Signature, Stamp of Authorized signatory, Name, Designation and Contact No and date >

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**FORM – 3**  
**(To be submitted in the bidder's letter head)**

**In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-  
PPD dated 23.07.2020 & 24.7.2020**

Tender no . .....

Job: .....

*"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are not from such a country and eligible to be considered for this tender.*

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091  
फैक्स/Fax : (033) 23211960      फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

Annexure-1

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

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

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

### Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, 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

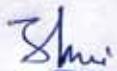
10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



For &amp; On behalf of the Principal

नवाज़ अमान (संभाल) / Addl. General Manager (Sub Contract)  
 (Office Seal) श. ए. अ. अमान / ए. एस. ए. अमान / BHEL / PSER  
 नं. ८१, नेट रोड / DJ-७१, SALT LAKE  
 कोलकाता-७०० ०९१ / KOLKATA-700 091

For &amp; On behalf of the Bidder/

Contractor

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name &amp; Address) \_\_\_\_\_

Witness:\_\_\_\_\_

(Name &amp; Address) \_\_\_\_\_

**TENDER NO: PSER:SCT:NKP-C2093:20**

**VOLUME -IB**

**GENERAL CONDITIONS OF CONTRACT**  
**(SERVICE)**

**FOR**

**BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**( A GOVT. OF INDIA UNDERTAKING )**  
**POWER SECTOR – EASTERN REGION**  
**PLOT NO. – 9 / 1, DJ – BLOCK,**  
**SECTOR – II, KARUNAMOYEE,**  
**SALT LAKE CITY,**  
**KOLKATA – 700091.**

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<p style="text-align: center;"><b>Bharat Heavy Electricals Limited</b>            Power Sector - Eastern Region, Kolkata  <b>TENDER NO. PSER:SCT:NKP-C2093:20</b></p>		
VOLUME-IB	GENERAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 2 OF 30

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## **CHAPTER -1**

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

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

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

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

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

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1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

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

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

**1.3. LANGUAGE**

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

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

**1.4 PRICE DISCREPANCY:**

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

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

1.4.2 **Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute

the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

**1.5. QUALIFICATION OF TENDERERS**

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

**1.6. EVALUATION OF BIDS**

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

**1.7. DATA TO BE ENCLOSED**

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

**i) INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.

**ii) ORGANIZATION CHART**

The organization chart of the tenderer's organization, including the names, addresses and contact

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information of the Directors/Partners shall be furnished along with the offer.

- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- iv) **IN CASE OF INDIVIDUAL TENDERER:**  
 His / her full name, address and place & nature of business.
- v) **IN CASE OF PARTNERSHIP FIRM**  
 The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- vi) **IN CASE OF COMPANIES:**
  - a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
  - b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereto.

**1.8 AUTHORISATION AND ATTESTATION**

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

**1.9 EARNEST MONEY DEPOSIT**

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

- i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
- ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
- iii) No other form of EMD remittance shall be acceptable to BHEL
- iv) Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
  - Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.
- v) Bidders who have already deposited such "One Time EMD" of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL Regional HQ issuing the tender shall be enclosed along with the offer.

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

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his

earlier quoted rates.

ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

1.9.3 EMD shall not carry any interest.

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

#### 1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

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

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

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

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

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

1.10.4 The Security Deposit shall not carry any interest.

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

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL
- iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

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

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

#### 1.11 RETURN OF SECURITY DEPOSIT

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

#### 1.12 BANK GUARANTEES

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

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the

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**Bank Guarantees.**

- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

**1.13 VALIDITY OF OFFER**

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

**1.14 EXECUTION OF CONTRACT AGREEMENT**

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

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

**1.15 REJECTION OF TENDER AND OTHER CONDITIONS**

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-
  - a. To reject any or all of the tenders.
  - b. To split up the work amongst two or more tenderers as per NIT
  - c. To award the work in part if specified in NIT
  - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender

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conditions, specifications etc., are liable to be rejected.

- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.
- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

## **CHAPTER-2**

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

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

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

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xxi) 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.

xxii) "COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.

xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained

xxvi) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tenderl

xxvii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor

xxviii) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract

xxix) "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor

xxx) "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.

## 2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract

## 2.3 ISSUE OF NOTICE

### 2.3.1 Service of notice on contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by **Registered Post / Speed Post** to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

### 2.3.2 Service of notice on BHEL

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Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

**2.4 USE OF LAND**

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

**2.5 COMMENCEMENT OF WORK**

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

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

2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

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- 2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
- 2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
- 2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
- 2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

**2.7 RIGHTS OF BHEL**

- BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
- 2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-
  - i) Contractor's continued poor progress
  - ii) Withdrawal from or abandonment of the work before completion of the work
  - iii) Contractor's inability to progress the work for completion as stipulated in the contract
  - iv) Poor quality of work
  - v) Corrupt act of Contractor
  - vi) Insolvency of the Contractor
  - vii) Persistent disregard to the instructions of BHEL
  - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
  - ix) Non fulfillment of any contractual obligations
  - x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

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

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

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.

2.7.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:

- The balance works (including but not limited to Trial Operation, PG Test, etc) are minor vis a vis the scope of work envisaged as per the contract.
- There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL)
- The balance works cannot be done within a reasonable period of time as they are dependent on unit shutdown or on other facilities of customer or any other reasons not attributable to the contractor

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work ( or estimated value of services to be provided for carrying out milestone/stage payments like

Trial Operation/PG Test, etc) as mutually agreed, shall however be reduced from the final contract value.

**2.7.9 LIQUIDATED DAMAGES/PENALTY**

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

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

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

- 2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- 2.8.4 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer
- 2.8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate,

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all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

- 2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11 All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor
- 2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract
- 2.8.14 Any delay in completion of works/or non achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work

under this contract.

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

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

- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- 2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.
- 2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly
- 2.8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/

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replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

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

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by monthwise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.

2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Annual/Overall Performance Evaluation' of the Contractor and also for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works

**2.10 TIME OF COMPLETION**

2.10.1 The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

**2.11 EXTENSION OF TIME FOR COMPLETION**

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done

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every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program

2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

**2.12 OVERRUN COMPENSATION**

2.12.1 Over Run Compensation (ORC) is payable for works done during the extension period, by way of rate revisions for periods beyond original contract period subject to the following terms and conditions.

2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.

2.12.3 The amount of increase payable per month due to rate revisions is subject to a minimum of Rs 1,00,000/- per month and a maximum of Rs 10,00,000/- per month.

2.12.4 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.12.5 Payment of ORC shall be regulated as follows:

- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
- ii) 50% of the compensation as per clause 2.12.3 is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
- iii) 50% of the compensation as per clause 2.12.3, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities
- iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Manday rate basis

2.12.6 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

**2.13 INTEREST BEARING RECOVERABLE ADVANCES**

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

payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance.

- 2.13.2 In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation.
- 2.13.3 Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be atleast 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.
- 2.13.4 Contractor shall establish the utilization of advance drawn before the release of next installment.
- 2.13.5 Payment and recovery of Interest Bearing Recoverable advance shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.
- 2.13.6 The rate of interest applicable for the above advances shall be the prime lending rate of State Bank of India prevailing at the time of disbursement of the advance + 2%, and such rate will remain fixed till the total advance amount is recovered
- 2.13.7 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 80% of contract value.
- 2.13.8 Recovery rate per month shall be the sum of:
  - a. Not less than 10% of Running Bill amount
  - b. Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts
- 2.13.9 Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration or the balance contract period which ever is later. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount and the remaining recovery period.
- 2.13.10 BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement

#### **2.14 QUANTITY VARIATION**

- 2.14.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Plus (+) or Minus (-) 15% of awarded contract value
- 2.14.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:
  - i) In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value.
  - ii) In case the finally executed contract value increases above the upper limit of Contract Value

due to quantity variation specified above, there will be no revision in the rates within the contract period.

**2.15 EXTRA WORKS**

2.15.1 All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.15.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

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

2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.

2.15.7 **Extra Works for Civil Packages** shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:

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- a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.
- b) As per CPWD-DSR-2007 (or latest edition) with applicable escalation derived from All India Consumer price Index for Whole Sale Commodities, OR, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed, whichever is less
- c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.
- ii) PVC and ORC will not applicable be for (i) above.

**2.16 SUPPLEMENTARY ITEMS**

**2.16.1 For NON Civil Works**

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

- i) Based on percentage breakup/rates indicated for similar/nearby items
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work
- 2.16.2 For Civil Works**
- i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:
  - a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities
  - b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7
- ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14
- iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.
- iv) PVC and ORC will not be applicable for (i) above.

**2.17 PRICE VARIATION COMPENSATION**

- 2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable
- 2.17.2 85% component of Contract Value shall be permitted to be adjusted for variation in various relevant indices during execution of work. The remaining 15% shall be treated as fixed component
- 2.17.3 The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO.	CATEGORY	BASE INDEX	COMPONENT ('K')		
			CIVIL PACKAGES (See Note A/B/C)	MECHANICAL PACKAGES	LABOUR ORIENTED

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			A	B**	C		PACKAGES (See Note D)
i)	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India.  (Website: <a href="http://labourbureau.nic.in">labourbureau.nic.in</a> )	40	25	30	65	80
ii)	HIGH SPEED DIESEL OIL	Name of Commodity : HSD OIL. Type : INDIVIDUAL COMMODITY (See Note F)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity : WELDING ROD Type: INDIVIDUAL COMMODITY (See Note F)				15	
iv)	CEMENT	Name of Commodity : GREY CEMENT Type: INDIVIDUAL COMMODITY (See Note F)		20	30		
v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity : a1. IRON & SEMIS Type: GROUP ITEM (See Note F)		25			
vi)	MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Type: GROUP ITEM (See Note F)	40	12	20		

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

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

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

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

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

F) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website : [www.eaindustry.nic.in](http://www.eaindustry.nic.in)). Revisions in the index or commodity will be re adjusted accordingly.

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

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

Where

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

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

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

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

X0 = Index no for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date.

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

2.17.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works.

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

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

2.17.9 PVC shall be applicable for the entire original contract period plus the extended period. However the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows:

- i) For the portion of backlog attributable to the contractor, the PVC will be based on the average of the indices for the period of the original contract period.
- ii) For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period.
- iii) For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months
- iv) The total amount of PVC shall not exceed 20% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works.

**2.18 INSURANCE**

2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.

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

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

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

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contractual obligation for the material in his custody.

**2.19 STRIKES & LOCKOUT**

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

**2.20 FORCE MAJEURE**

The following shall amount to Force Majeure:-

- 2.20.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- 2.20.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

**2.21 ARBITRATION & RECONCILIATION**

- 2.21.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

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

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

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

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

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

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

## 2.22 RETENTION AMOUNT

2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills.

2.22.2 Refund of Retention Amount shall be as follows:

- i) 50% of retention amount along with 'Final Bill'
- ii) Balance 50% of retention amount shall be retained towards 'Performance Guarantee for Workmanship' and shall become refundable after expiry of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/BHEL Construction Manager, and after deducting all expenses/other amounts due to BHEL under the contract/other contracts entered into by BHEL with them. This portion of the retention amount can be released on commencement of the Guarantee period, on submission of equivalent Bank Guarantee.

## 2.23 PAYMENTS

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

### 2.23.1 Running Account Bills (RA Bills)

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

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binding on the contractor.

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

**2.23.2 Final Bill**

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

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

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

**2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP**

2.24.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of commencement of guarantee period as defined in Special Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the Guarantee money.

**2.24.2 BHEL shall release the guarantee money subject to the following**

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
- v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

**2.25 CLOSING OF CONTRACTS**

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

**2.26 REVERSE AUCTION:**

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

**2.27 SUSPENSION OF BUSINESS DEALINGS**

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

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line with BHEL guidelines issued from time to time.
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**2.28 OTHER ISSUES**

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

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**VOLUME -ID**

**SPECIAL CONDITIONS OF CONTRACT**

**FOR**

BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.

**BHARAT HEAVY ELECTRICALS LIMITED**

**( A GOVT. OF INDIA UNDERTAKING )**

**POWER SECTOR – EASTERN REGION**

**PLOT NO. – 9 / 1, DJ – BLOCK,**

**SECTOR – II, KARUNAMOYEE,**

**SALT LAKE CITY,**

**KOLKATA – 700091.**

<b>Bharat Heavy Electricals Limited</b> Power Sector – Eastern Region, Kolkata <b>TENDER NO. PSER:SCT:NKP-C2093:20</b>		
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## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - I : General Intent of Specifications

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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - I : General Intent of Specifications

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

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

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

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**Chapter - III : General Technical Requirements (Codes and Standards)**

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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IV : Obligations of Contractor

<b>4.0</b>	<b>OBLIGATIONS OF CONTRACTOR</b>
<b>4.1</b>	<b>CONSUMABLES &amp; OTHER ITEMS</b>
<b>4.1.1</b>	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, gaskets, gland packing, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
<b>4.1.2</b>	All the shims, gaskets and packing, which go finally as part of plant equipment, shall be supplied by BHEL free of cost.
<b>4.1.3</b>	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
<b>4.1.4</b>	<p><b><u>TIG Filler wire for Boiler and Filler wires for Electrodes for P91/T91 piping:</u></b></p> <p>These shall be supplied by BHEL free of cost as supplied by BHEL Manufacturing Units as part of regular supply. Required quantity as arrived at by calculation / standards will only be supplied. It would be the contractors' responsibility to account for the consumption of these filler wires. Additional consumption beyond standard / calculated quantity will be at cost recovery basis only unless and otherwise accounted for. Surplus quantity of TIG filler wire, if any, shall be properly stored and returned to BHEL stores.</p>
<b>4.1.5</b>	It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IV : Obligations of Contractor

	electrode without a valid test certificate will be used.
4.1.6	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
4.1.7	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.8	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.9	All lubricants and chemicals required for pre-commissioning, commissioning, testing, preservation and lubricants for trial runs of the equipment shall be supplied by BHEL / BHEL's client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. The consumption of lubricants / chemicals shall be properly accounted for. Surplus material if any shall be properly stacked/tagged and returned to BHEL/ CUSTOMER stores at no extra cost to BHEL. BHEL reserves the right to recover costs for wastage by the contractor.
4.1.10	Transportation of oil drums, from stores, filling of oil for flushing, first filling, subsequent changeover if any, topping/making up till the unit is fully commissioned and handed over to customer is included in scope of this contract. The contractor shall have to return all the empty drums to BHEL / BHEL's client store at no extra cost. Any loss / damage to above drums shall be to contractor's account.
4.1.11	All charges on account of Octroi, terminal or sales tax and other duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	<b>TOOLS AND PLANTS / MONITORING AND MEASURING EQUIPMENT (MMEs)</b>
4.2.1	<b>T&amp;Ps and MMEs to be provided by Contractor</b>
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits, if any) if required with Sales Tax/VAT authorities, for bringing their materials, plants and

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IV : Obligations of Contractor

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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IV : Obligations of Contractor

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

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### Chapter - IV : Obligations of Contractor

	issued by BHEL. Assembly of such additional loose components/sub-assemblies/attachments is in contractor's scope.
4.2.2.3	In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
4.2.2.4	void
4.2.2.5	The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
4.2.2.6	<p>The day to day operation and maintenance of BHEL's T&amp;Ps (Other than cranes) shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. BHEL shall arrange all spares needed for upkeep of major T&amp;Ps provided like Huck Bolting Machine*, DG Set, Induction Machine and Hydraulic Test pumps. The contractor has to arrange for fixing of the spares; supervision in specialized cases will be provided by BHEL. For upkeep of all other T&amp;Ps supplied by BHEL, spares shall be arranged by the Contractor. BHEL supplied T&amp;Ps shall be maintained in good working condition during the entire period of use. T&amp;Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&amp;Ps. These shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done at the risk and cost of the contractor along with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.</p> <p>*: for operation and maintenance of ESP Huck bolting machine, BHEL shall provide the basic power rig and hose. Balance toolingsie Guns, chuck jaws etc are to be arranged by contractor.</p>
4.2.2.7	void

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

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

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	requirements at site. However no claim whatsoever will be entertained on account of non-availability of cranes.
g)	Where the services of the cranes provided by BHEL are to be shared by other agencies/ contractors of BHEL, the contractor's responsibilities defined above will also be apportioned accordingly to the beneficiary agency. Working arrangements in this regard will be done at site by BHEL engineer and in any case his decision shall be final and binding.
h)	Major breakdowns will be attended to by BHEL. However, in case of breakdowns or damages due to negligence of the contractor, the complete service/repair charges including cost of spares shall be to the account of the contractor, along with BHEL overheads.
<b>4.2.2.17</b>	<b>Obligations in respect of Construction Lift/Elevators provided by BHEL</b>
a)	The total erection including commissioning, maintenance, statutory clearances shall be included in scope of work. Supervision by the original equipment supplier or their authorized agency shall be arranged for by BHEL, in case found necessary.
b)	All day to day and routine maintenance and checking is to be carried out by the contractor as per the recommendations of the supplier. He should periodically check the brakes and carry out the all works to ensure the safety of all those using the lift/elevator. BHEL shall arrange spares required for upkeep of Construction lift/elevator
c)	The construction lift/elevator should never be overloaded as this can lead to serious accidents. Ensuring all safety aspects in operation of the lift shall be the responsibility of the contractor. Erection of all the required number of landing platforms is included in scope. Landing platforms are to be provided with proper barricades and hand railings.
d)	After completion of contractual scope of work or as per BHEL advice, the temporary elevator/lift shall be dismantled and handed over to BHEL neatly identified/tagged. Temporary structures/platforms etc erected for the elevators/lifts are also to be dismantled and materials to be returned to stores as applicable. <b>The construction and dismantling of the foundations required for the construction/elevator lifts is included in the scope of the contractor.</b>

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<b>5.0</b>	<b>RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.</b>
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory

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

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**Chapter – VI: Material Handling, Storage & preservation**

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

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

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

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	and from damage or defacement and shall cover the finished parts then and there for their protection.
<b>6.2.4</b>	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.

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### Chapter – VII: Drawings and documents

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

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### Chapter – VIII: Inspection and Quality

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

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### Chapter – VIII: Inspection and Quality

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

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

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	<p>The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for the pressure parts to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.</p>
8.3.2	<p>Contractor should be qualified to execute pressure parts &amp; piping work coming under the purview of IBR, for which he should register himself with CIB of state concerned. contractor also should be aware of the latest IBR regulations and Electricity Act, including the amendments thereof.</p>
8.3.3	<p>Contractor shall comply with 'Qualification Tests for welders engaged in welding of Boilers and Steam Pipes under Construction, Erection and Fabrication at Site in India and in repairing Boilers and steam pipes by welding' in line with Chapter XIII of Indian Boiler Regulations-1950, for testing his welders / men / workers, including all associated fees, procedures, required instruments and equipments and their calibration there of. It shall be contractor's responsibility to obtain approval of Statutory Authorities, wherever applicable, for the conducting of any work which comes under the purview of these authorities, at his cost.</p>
8.3.4	<p>The following fees shall be excluded from scope of Contractor:</p> <ol style="list-style-type: none"> <li>1. Registration Fee as per Regulation 385 of Chapter IX of Indian Boiler Regulations-1950</li> <li>2. Fees for inspection of Boiler at the site of Construction as per Regulation 395 A, sl no 4 of Chapter IX of Indian Boiler Regulations-1950</li> </ol> <p>However all other fees like visit fees charged by the Boiler Inspector and other arrangements for his visit or visits till satisfactory completion of work, shall be included in scope of Contractor</p>
8.4	<p>The Quality Management System of BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per</p>

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

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9.0	<p><b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME:</b></p> <p>BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 &amp; OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.</p>
9.1	<p><b>HSE (Health, safety &amp; Environment):</b></p> <p>Contractor will comply with HSE (Health, safety &amp; Environment) requirements of BHEL. HSE requirements in brief, are given below :-</p>
9.1.1	<p>Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a month) and submit such reports to BHEL. He will conduct periodic meetings with supervisors of different working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&amp;P Details, Work Procedure, PPE requirements etc. Please refer Schedule VIII of BOCW Rules for number of safety officers, qualification, duties etc.</p> <p>Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job.</p> <p>Contractor to also submit monthly safety reports as per the format/procedure of BHEL.</p>
9.1.2	<p>The contractor shall arrange induction and regular health check of their employees as per schedule VII of BOCW rules by a registered medical practitioner. The contractor shall take special care of the employees affected with occupational diseases under rule 230 and schedule II of BOCW Rules. The employees not meeting the fitness requirement should not be engaged for such job</p>
9.1.3	<p>Following personnel protective equipments (PPEs), in adequate numbers, will</p>

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	be made available at site & their regular use by all concerned will be ensured :- - HELMET - SAFETY GOGGLES & WELDING FACE SHIELDS - SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT - SAFETY SHOES - EAR PLUG - ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK Contractor to also submit monthly reports on above as per the format/procedure of BHEL.
	9.1.4 Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
	9.1.5 Arranging ambulance in case of any emergency situation .
	9.1.6 Identification of nearest hospital and health check-up of workmen/employees
	9.1.7 Providing filtered drinking water at work place in cool container.
	9.1.8 Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
	9.1.9 Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
9.1.15	High/ Low pressure welders to be identified with separate colourclothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .

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9.1.17	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used. Please refer IS:3696 part 1&2 and 4014 part 1 & 2
9.1.18	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.. Contractor to also submit monthly reports of T&Ps deployed and validity test certificates to BHEL safety Officer as per the format/procedure of BHEL.
9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
9.1.20	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.
9.1.21	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal ) on daily basis.
9.1.22	It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.
9.1.23	The contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Contractor is required to provide proper safety net systems (IS-11057) where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
9.1.25	All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to

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be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be referred by contractor, if they so desire.

- OCP for safe handling of chemicals
- OCP for Electrical safety
- OCP for energy conservation
- OCP for safe welding and gas cutting operation
- OCP for fire safety
- OCP for safety in use of hand tools
- OCP for first aid
- OCP for food safety at canteen
- OCP for safety in use of cranes
- OCP for storage and handing of gas cylinders
- OCP for manual arc welding
- OCP for safe use of helmets
- OCP for good house keeping
- OCP for working at height
- OCP for safe excavation
- OCP for safe filling of Hydrogen in cylinder
- OCP for illumination
- OCP for handling and erection of heavy metals
- OCP for safe acid cleaning
- OCP for safe alkali boil out
- OCP for safe oil flushing
- OCP for steam blowing
- OCP for safe working in confined area
- OCP for safe operation of passenger lift, material hoists & cages
- OCP for Vehicle maintenance
- OCP for safe radiography
- OCP for waste disposal
- OCP for working at night
- OCP for blasting
- OCP for DG Set
- OCP for handling & storage of mineral wool

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	<ul style="list-style-type: none"> <li>■ OCP for drilling, reaming and grinding(machining) etc.</li> <li>■ OCP for hydraulic test</li> <li>■ OCP for spray insulation</li> <li>■ OCP for trial run of rotary equipment</li> <li>■ OCP for stress relieving</li> <li>■ OCP for material preservation</li> <li>■ OCP for cable laying/tray work</li> <li>■ OCP for electrical maintenance</li> <li>■ OCP for transformer charging</li> <li>■ OCP for safe handling of battery system</li> <li>■ OCP for computer operation</li> <li>■ OCP for storage in open yard</li> <li>■ OCP for sanitary maintenance</li> <li>■ OCP for batching</li> <li>■ OCP for piling rig operation</li> <li>■ OCP for gas distribution test</li> <li>■ OCP for cleaning of hotwell / deaerator</li> <li>■ OCP for electro-resistance heating</li> <li>■ OCP for compressor operation</li> <li>■ OCP for O&amp;M of control of AC plant &amp; system</li> <li>■ OCP for air compressor</li> <li>■ OCP for passivation</li> <li>■ OCP for Safe EDTA Cleaning</li> <li>■ OCP for Safe Chemical cleaning of Pre boiler system</li> <li>■ OCP for Safe Boiler Light up</li> <li>■ OCP for Safe Rolling and Synchronisation</li> <li>■ OCP for Safe Loading of Unit</li> </ul>
9.2	<p><b>SAFETY AND CLEANLINESS :</b></p> <p>The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key</p>

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	personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.
9.3	If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
9.4	During the course of construction, alteration or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
9.5	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.
9.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment will be removed from service.
9.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
9.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
9.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining

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	the same.
9.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.
9.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
9.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
9.12.1	Safety Helmets conforming to IS-2925 : 1984
9.12.2	Safety Belts conforming to IS-3521:1983
9.12.3	Safety Shoes conforming to IS-1989 : 1978
9.12.4	Eye and face protection devices conforming to IS – 1179:1967, IS 5983:1980, IS 8521 Part 1:1977, IS 8521 Part 2: 1994.
9.12.5	Hand and body protection devices conforming to IS 4770:1991 and IS- 6994 : Part 1: 1973, IS – 8619 : 1977
9.12.6	Ear protection IS-9167:1979
9.12.7	Respiratory Protective Devices as per IS-9473:2002, i4746:1999 and 14166:1994
9.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the

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	Engineer at site.
9.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
9.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
9.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
9.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling equipment, tools & tackle shall be periodically done by the contractor by engaging only the COMPETENT PERSONS as per law. Defective equipment or uncertified shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
9.19	The contractor shall provide necessary first aid facilities as per schedule III. In addition, ambulance facilities, OHC and CMO as per schedule IV, V, X and XI of BOCW Rules as applicable for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
9.20	Training

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9.20.1	The contractor shall arrange induction safety training for all employees before assigning work. In addition, awareness programme, mock drill at regular intervals and daily tool box meetings shall be arranged. Monthly report of the above to be given to BHEL safety Officer as per prescribed BHEL formats
9.20.2	All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
9.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the "codes for fire safety at construction site" issued by safety coordinator of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others. Emergency contacts nos must be displayed at prominent locations
9.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, panting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
9.23	The contractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
9.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. Details of earth resource ad their test date to be given to BHEL safety officer as per the prescribed formats of BHEL
9.25	In case of any delay in completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from

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

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

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9.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
9.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
9.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least $\frac{1}{4}$ " for each additional foot of length.
9.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
9.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
9.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
9.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
9.47.1	The contractor shall take permission of BHEL prior to risky jobs such as working at height, hot work, lifting activities, etc through permits. No job should be started without permits.
9.47.2	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of

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	every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
9.48	Before any demolition work is commenced and also during the process of the work the following shall be ensured:
9.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
9.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
9.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
9.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
9.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
9.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
9.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
9.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
9.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IX: HSE & OHSAS

	with warning signals or boards to prevent accident to the public.
9.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
9.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
9.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
9.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
9.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
9.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
9.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IX: HSE & OHSAS

	requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.
9.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.
9.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.
9.56	All gas cylinders shall be stored in upright position. Suitable trolley shall be used. There shall be flash-back arrestors conforming to IS-11006 at both cylinder and burner ends. Damaged tube and regulators must be immediately replaced. No of cylinders shall not exceed the specified quantity as per OCP
9.57	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor
9.58	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer or the Engineer's Representative.
9.59	Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.
9.60	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that

**Bharat Heavy Electricals Limited**  
Power Sector – Eastern Region, Kolkata

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	all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.	
9.61	<p><b><u>NON COMPLIANCE:-</u></b></p> <p>NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <u>for every instance of violation noticed</u>:</p>	
	SN	Violation of Safety Norms
	01	Not Wearing Safety Helmet
	02.	Not wearing Safety Belt or not anchoring life line
	03	Not wearing safety shoe
	04	Not keeping gas cylinders vertically
	05	Not using flash back arrestors
	06	Not wearing gloves
	07.	Grinding Without Goggles
	08.	Not using 24 V Supply For Internal Work
	09.	Electrical Plugs Not used for hand Machine
	10.	Not Slinging property
	11.	Using Damaged Sling
	12.	Lifting Cylinders Without Cage
	13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.
	14.	Not Removing Small Scrap From Platforms
	15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting
	16.	Not Maintaining Electric Winches Which are Operated Dangerously
	17.	Improper Earthing Of Electrical T&P
	18	No or improper barricading
	19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)
	20.	Accident Resulting in Partial Loss in Earning Capacity

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

	21.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim #	
	<p>Legend:-*: per head, #: or as deducted by Customer whichever is higher</p> <p>Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.</p>			
9.61	<p><b>CITATION:</b>-If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job</p>			
9.62	<p><b>MEMORANDUM OF UNDERSTANDING</b>  After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><b><u>Memorandum of Understanding</u></b></p> <ul style="list-style-type: none"> <li>➤ BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy).</li> <li>➤ M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____</li> <li>➤ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.</li> <li>➤ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days.</li> </ul> <p>Signed by authorized representative of M/s -----</p>			

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

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	Name :  Place & Date:
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## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter-X: RA Bill Payments

<b>10.0</b>	<b>RA Bill Payments</b>
10.1	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills where ever applicable will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
10.5	<p>The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc and other dues in the meanwhile.</p> <p>In case of Civil works, 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.</p>
10.6	<p>BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats:</p> <p>Note: BHEL may also choose to release payment by other alternative modes as applicable</p>
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

<b>Bharat Heavy Electricals Limited</b> Power Sector – Eastern Region, Kolkata		
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## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter-XI : Performance Monitoring

<b>11.0</b>	<b>Performance Monitoring</b>
11.1	Performance of the contractor is monitored through various reports/reviews and shall be jointly evaluated every month for unit wise identified packages as per prescribed formats. Based on the net weighted scores obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'
11.2	In case of any dispute on performance rating and the contractor refuses to sign on the performance rating given by BHEL package Incharge, the same shall be reviewed by BHEL site Incharge/Construction Manager and his decision shall be final.
11.3	Release of RA Bills will be contingent upon joint evaluation of performance
11.4	Performance of the contractor will be taken into consideration for assessing the capacity of the bidder to execute future jobs under tender, as detailed in the Notice Inviting Tender. Risk of non evaluation or non availability of the Monthly performance evaluation reports is to be borne by the Bidder.
11.5	In case of 'Unsatisfactory performance' for a continuous period of three or more months for a package or packages, BHEL has the right to get the balance works executed at the risk and cost of the contractor.
11.6	In case of 'Unsatisfactory performance' in a financial year, BHEL reserves the right to put on hold such Contractors for a period of six months for similar package or similar packages

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter-XII: Suspension of Business Dealings

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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter-XII: Suspension of Business Dealings

	<ul style="list-style-type: none"><li>d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.</li><li>e) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li><li>f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</li><li>g) Bidder is found to have obtained Official Company information/ documentation by questionable means.</li><li>h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</li></ul>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

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**FORMS & PROCEDURES**

**FOR**

**BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**( A GOVT. OF INDIA UNDERTAKING )**  
**POWER SECTOR – EASTERN REGION**  
**PLOT NO. – 9 / 1, DJ – BLOCK,**  
**SECTOR – II, KARUNAMOYEE,**  
**SALT LAKE CITY,**  
**KOLKATA – 700091.**

## FORMS & PROCEDURES

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## FORMS & PROCEDURES

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3.1			

- BANK GUARANTEE FORMATS FOR "RELEASE OF AMOUNTS WITHHELD/ LIQUIDATED DAMAGES AMOUNT", "SUPPLY FREE ISSUE MATERIAL" & "EARNEST MONEY" IS ALSO GIVEN.

## : will be released later

## FORMS & PROCEDURES

Form No: F-01 (Rev 00)

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

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

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

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

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

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

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

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

**Authorised Representative of Bidder**  
Signature :  
Name :  
Address :

Place:

Date:

## FORMS & PROCEDURES

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Form No: F-02 (Rev 00)

### DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

---

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

## FORMS & PROCEDURES

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Form No: F-03 (Rev 00)

### NO DEVIATION CERTIFICATE

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

---

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

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

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

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

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

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

Thanking you,

Yours faithfully,

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

## FORMS & PROCEDURES

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Form No: F-04 (Rev 00)

### DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

---

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date :

Place:

## FORMS & PROCEDURES

Form No: F-05 (Rev 00)

### DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

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

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

**Tick(√) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

## FORMS & PROCEDURES

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Form No: F-06 (Rev 00)

### NON DISCLOSURE CERTIFICATE

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

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### *NON DISCLOSURE CERTIFICATE*

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

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

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS \_\_\_.

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

Date:

## FORMS & PROCEDURES

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Form No: F-07 (Rev 00)

### BANK ACCOUNT DETAILS FOR E-PAYMENT

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

---

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

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

## FORMS & PROCEDURES

Form No: F-08 (Rev 00)

### FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub : **Request for Clarification**

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

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

Yours faithfully,

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

## FORMS & PROCEDURES

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## FORMS & PROCEDURES

Form No: F-09 (Rev 00)

### CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

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

#### NOTES:

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.
2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.
3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT, IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

Signature

DATE :

PLACE:

Name, Designation & Seal of Bidder

## FORMS & PROCEDURES

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### CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

---

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

CONTRACT AGREEMENT

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

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

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER )

## FORMS & PROCEDURES

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### CONTRACT AGREEMENT

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

AND

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

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

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

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

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

OR

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

OR

## FORMS & PROCEDURES

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

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

### OR

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

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.

## FORMS & PROCEDURES

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10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
  
16. The following documents
  1. Invitation to Tender No-----  
and the documents specified therein.
  2. Contractor's Offer No-----  
dated-----.
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. Letter of Intent No \_\_\_\_\_ dated \_\_\_\_\_.  
7. \_\_\_\_\_shall also form part of and govern this Agreement.

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

WITNESS

(CONT

RACTOR)

## FORMS & PROCEDURES

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

1.

2.

WITNESS (For and on behalf of BHEL)

1.

2.

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

In consideration of the 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, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having 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. \_\_\_\_\_<sup>2</sup> dated \_\_\_\_\_<sup>2</sup> valued at Rs.....<sup>2</sup> ( Rupees -----)<sup>2</sup> for <Nature of the Work<sup>3</sup> (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 \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs.\_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

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 the Employer. 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 relating thereto 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 claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. 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.

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>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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, \_\_\_\_\_(indicate the name of the Bank)\_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

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

(Signature of Authorised signatory)

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

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

## BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to Name of the Vendor / Contractor / Supplier having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated .....<sup>2</sup> valued at Rs.....( Rupees -----) for <Nature of Work> <sup>3</sup>(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs.....(Rupees..... only), equivalent to \_\_\_\_\_% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ----- ( Rupees -----)<sup>4</sup> from a Bank as hereinafter appearing.

We, ..... (hereinafter referred to as the Bank), having registered/Head office at ..... and a branch at ..... 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 upto a maximum amount but not exceeding Rs ----- ( Rupees -----).

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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 Contractors/Supplier shall have no claim against us for making such payment.

We the .....Bank 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 or discharged.

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 Contract or to extend time of performance by the said Contractor/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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 remain in force upto and including.....<sup>5</sup> and shall be extended from time to time on the request of the Employer 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 Contractor/Supplier 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> (3 months more than the present date of validity of Bank Guarantee) 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>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

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

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> NAME OF VENDOR /CONTRACTOR / SUPPLIER

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

## FORMS & PROCEDURES

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Form No: F-13 (Rev 00)

### FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

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

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BANK GUARANTEE No: ..... Date: .....

To

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

Dear Sir

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

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

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

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

Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank

Project		Vendor			Package/Unit	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	1.5		Quality Officer or his authorised nominee should be available for all the days of working at site	Daily Log Book entry/Incident Registers/letter references
#1.02	Number of instances of non- compliance wrt FQP, Standard Drawings, Specifications, E&C Manuals etc.	QUALITY	1.5		No deviation from FQP, Standard Drawings, Specifications, E&C Manuals etc. is allowed without BHEL Engineer's approval.	Daily Log Book entry/Incident Registers/letter references
#1.03	Percentage submission of test certificates for batches of welding electrodes, cement, sand, aggregate, consumable, Paints etc. as applicable for this month OR In case of MM & MH package, monthly checks for Storage/Preservation of material.	QUALITY	1		Submission of 100% Test certificates for materials as per FQP is mandatory. MM & MH package: Storage/Preservation as per manual/procedure.	Daily Log Book entry/Incident Registers/letter references
#1.04	Number of incidences of improper storage & preservation (not in accordance to the guidelines of BHEL MUs or approved FQP) of materials, consumables (viz. gases, welding electrodes & fluxes, fuel etc.) & bought-out items (paints, fasteners etc.) under the custody of the contractor	QUALITY	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#1.05	Rework/ Rejection instances in a month necessitated due to deviation from Standard Drawings /Specifications /Manuals /E&C procedures /FQPs or due to Poor Workmanship by contractor	QUALITY	2		Reworks/ Rejection should be as minimum as possible. Total number of reworks/ rejections due to reasons attributable to contractor.	Daily Log Book entry/Incident Registers/letter references
#1.06	Delay in preparation & submission of signed protocols / log sheets / site register / NDT test reports as per approved FQP/ Qualified Welder List along with photocopies of Welder ID cards / Welder Performance Evaluation records etc. in the month OR in case of MM / MH package reconciliation statement / verification report.	QUALITY	1		Within 2 days of measurements taken or within first 3 working days of next month, as advised by BHEL Engineer	Daily Log Book entry/Incident Registers/letter references
#1.07	Number of instances for Major equipment/product failure due to negligence/improper work/poor workmanship by contractor	QUALITY	1		No such event should happen	Daily Log Book entry/Incident Registers/letter references
#1.08	Total number of complaints received in the month on the quality of finish / aesthetics	QUALITY	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)  
 Page 2 of 6

Project		Vendor			Package/Unit	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#2.01	Cumulative number of days of delay in submission of Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14) and relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading / storage plans etc.as applicable.	PERFORMANCE	5		Number of days delayed from second working day of the month	Daily Log Book entry/Incident Registers/letter references
#2.02	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	1.5		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/Incident Registers/letter references
#2.03	Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	1.5		Number of days delayed/Scheduled date is first 2 working days of next month	Daily Log Book entry/Incident Registers/letter references
#2.04	Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month as per Form-14	PERFORMANCE	35		As per Part-A of Form-14	Progress review formats
#2.05	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month	PERFORMANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#2.06	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	PERFORMANCE	1		Total number of instances	Daily Log Book entry/Incident Registers/letter references
#2.07	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour	PERFORMANCE	2		Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.08	Number of times rework was refused by contractor	PERFORMANCE	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)

Page 3 of 6

Project	Vendor			Package/Unit		
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#2.09	Cumulative number of days in the month recording / logging was not done in daily log / history register / hindrance register / soft form in a PC maintained at BHEL Site Office	PERFORMANCE	1		Cumulative number of days recording or logging was not done / all days of the month	Daily Log Book entry/Incident Registers/letter references
#3.01	Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	7		As per Part-B2 of Form-14	Daily Log Book entry/Incident Registers/letter references
#3.02	Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	7		As per Part-B1 of Form-14	Daily Log Book entry/Incident Registers/letter references
#3.03	Cumulative number of major instances in the month hampering / affecting progress of work due to breakdown or non-availability of major T&P and MME for the work, under the scope of Contractor	RESOURCES	3		Cumulative number of instances	Daily Log Book entry/Incident Registers/letter references
#3.04	Cumulative number of major instances in the month hampering / affecting progress of work due to non-availability of Consumables/ use of improper consumables under the scope of contractor	RESOURCES	3		Cumulative number of instances	Daily Log Book entry/Incident Registers/letter references
#4.01	Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW Compliance etc. and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc. as applicable	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#4.02	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assembly area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.03	Cumulative number of days of non-availability of well-maintained toilets facilities for workers (separate for men and women) and non-availability of potable drinking water stations for workers in specified areas.	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)  
 Page 4 of 6

Project		Vendor			Package/Unit	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#4.04	Total number of instances in the month, Housekeeping NOT attended to in spite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc. from the working area to identified locations	SITE INFRASTRUCTURE & SERVICE	2		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.05	Total number of instances in a month, Site Office with reasonably good facilities including enough nos. of computers and printers etc. for use by office and supporting staff was not made available/maintained.	SITE INFRASTRUCTURE & SERVICE	0.5		No discrepancy during regular or surprise visits	Photograph and report of the Engineer
#5.01	Number of days delayed in making labour payments for the last month	SITE FINANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#5.02	Number of complaints from labour/ sub supplier/ sub-contractor for non-receipt of payments from contractor	SITE FINANCE	1.5		Total number of complaints or reporting	Daily Log Book entry/Incident Registers/letter references
#5.03	Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	1.5		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#6.01	Cumulative number of days in a month the nominated Safety Officer was not available	HSE & SA	1		Safety Officer should be available for all the days	Daily Log Book entry/Incident Registers/letter references
#6.02	Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer	HSE & SA	0.5		Safety meetings to be held every week	Copy of Minutes of meeting
#6.03	Level of compliance w.r.t decisions taken in previous Safety meetings	HSE & SA	0.5		Number of consolidated issues discussed in Safety meetings	Copy of Minutes of meeting, Non-compliance intimation documents from BHEL site
#6.04	Delay in submission of monthly report on safety (including electrical safety for equipment & personnel etc.) in the prescribed form	HSE & SA	1		Number of days delayed/Scheduled date is third working day of next month	Daily Log Book entry/Incident Registers/letter references
#6.05	Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc.	HSE & SA	0.5		Number of days delayed/Scheduled date is within 24 Hrs of occurrence/notice of incidence	Copy of FIR lodged by Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)  
Page 5 of 6

Project		Vendor			Package/Unit	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#6.06	Number of times written(email, letters etc.) warning issued for non-availability/ use of improper Fall protection and rescue arrangement as lifeline, fall arrestors, safety net, hand-railings, covered floors, man-basket, rescue basket & kit etc. by the contractor	HSE & SA	2		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#6.07	Number of times punitive fines imposed for unsafe practices as per contract like non-availability/use of PPEs as safety shoes, helmets, goggles, gloves, lifeline, safety belts etc.	HSE & SA	1		Total number of non-compliances	Non-compliance intimation documents from BHEL site
#6.08	Percentage compliance to Emergency preparedness and response plan: Portable Fire-extinguishers, Buckets, Fire-wardens, display of emergency numbers, mock-drills, Hazard Identification and Risk Assessment(HIRA) etc.	HSE & SA	1		Compliance should be 100% as per HSE Plan or as finalized in Safety Meetings	Non-compliance intimation documents from BHEL site
#6.09	Number of times the agency has defaulted on display of safety posters / safety slogans / safety barriers/emergency numbers etc. in identified areas	HSE & SA	0.5		Total number of instances	Non-compliance intimation documents from BHEL site
#6.10	Non compliances observed during HSE and Safety Audit	HSE & SA	0.5		Total number of non-compliances	Non-compliance intimation documents from BHEL site, Audit Reports
#6.11	Cumulative number of days in the month, non-availability of First Aid Kit, First Aider & Emergency Vehicles/Ambulance.	HSE & SA	0.5		Cumulative number of days	Non-compliance intimation documents from BHEL site
#6.12	Number of days taken for submission of Root Cause analysis (RCA) for the accident from the cut-off date intimated by BHEL for submission of RCA	HSE & SA	0.5		Number of days delayed/Scheduled date is cut-off date intimated by BHEL	Daily Log Book entry/Incident Registers/letter references
#6.13	Non conductance of training (induction, job specific, height work etc.), tool box meeting and health check-up as per Contract requirements	HSE & SA	0.5		Number of incidences of non-conductance during the month	Daily Log Book entry/Incident Registers/letter references
		Total	100			

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)  
 Page 6 of 6

Project	Vendor			Package/Unit		
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
	Less Deduction in Score Due to Major Accidents (Fatal, Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident,, Major Damage to Equipment etc.) attributable to the contractor @ 3 points/ accident					
	Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 1 point/ accident					
	Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @2 points in a month on verification any day					
	Final Score					

Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	50	
RESOURCES	20	
SITE INFRASTRUCTURE & SERVICE	5	
SITE FINANCE	5	
HSE & SA	10	
OTHERS (deductions if any)	0	
<b>TOTAL</b>	<b>100</b>	

Note:

- 1) It is only indicative and shall be as per the online format issued by BHEL time to time.
- 2) No request will be entertained after specified date of current month w.r.t. changes requested in the scores of immediate previous month.

## FORMS & PROCEDURES

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Form No: F-19 (Rev 00)

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

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Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

#### References

1. Contract No:
2. Job Description:

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

SI No	Milestone Activity	Remarks

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

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

## FORMS & PROCEDURES

Form No: F-20 (Rev 01)

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

Ref :

Date:

#### To Whom so ever it may concern

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

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

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

## FORMS & PROCEDURES

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Form No: F-21 (Rev 00)

### INDEMNITY BOND

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

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

(Hereinafter referred to as the Company)

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

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

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

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

## FORMS & PROCEDURES

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

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

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

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

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

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

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxx

Witness:

1  
2

## FORMS & PROCEDURES

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Form No: F-22 (Rev 00)

### CONSORTIUM AGREEMENT

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

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

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

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

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

## FORMS & PROCEDURES

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

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

## FORMS & PROCEDURES

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### **CONSORTIUM AGREEMENT**

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely

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4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely

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5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.

6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.

## FORMS & PROCEDURES

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8. It is agreed inter se between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

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

WITNESS For

1. NAME (FIRST) PARTY

2. OFFICIAL ADDRESS

WITNESS For

1. NAME (SECOND) PARTY

2. OFFICIAL ADDRESS

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

## FORMS & PROCEDURES

Form No: F-23 (Rev 00)  
**REFUND OF SECURITY DEPOSIT**

To,  
The Construction Manager  
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No: .....

Work:.....

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

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

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

Authorised representative of Contractor

---

**To be filled up by BHEL**

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

Signature of BHEL Engineer

Construction Manager

Date:-----

## FORMS & PROCEDURES

Form No: F-24 (Rev 00)

### **REFUND OF GUARANTEE MONEY**

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

Ref No:

Date:

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

## FORMS & PROCEDURES

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Signature of BHEL Engineer

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

### **CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

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

Signature of Contractor

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

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

1. Certified that

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

Signature of BHEL Engineer

Construction Manager

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

### **FOR USE IN ACCOUNTS DEPARTMENT**

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

Accountant

Accounts Officer

### **ACKNOWLEDGE BY THE CONTRACTOR**

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

Signature of Contractor

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

## FORMS & PROCEDURES

Form No: F-25 (Rev 00)

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

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

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

..... vide Tender Specification No :  
....., dated \_\_\_\_\_.

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

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

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

### Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

## Witness

## Notary Public

## FORMS & PROCEDURES

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Form No: F-26 (Rev 00)

### ANALYSIS OF UNIT RATES QUOTED

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No: .....

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

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

Yours faithfully,

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

## FORMS & PROCEDURES

Form WAM 6

### BHARAT HEAVY ELECTRICALS LIMITED DIVISION.....

#### Running Account Bill

(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor:

Departmental Bill no:

Date:

Name of the Work:

Division:

Sub-Division:

Sanctioned Estimate:

Date of written order to commence the work :

Code No:

Date of commencement of the Work:

Contract Agreement No :

Dated:

Due date of completion as per Agreement:

#### 1. ACCOUNT OF WORK EXECUTED

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

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

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

## FORMS & PROCEDURES

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Form WAM 6 (contd...)

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

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

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

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

Rupees (in words)

.....only.

## FORMS & PROCEDURES

Form WAM 6 (contd...)

### II. MEMORANDUM OF PAYMENTS

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

## FORMS & PROCEDURES

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Annexure B attached .....

e) by deduction for other charges vide Annexure C

Attached .....

f) by deduction on account of security deposit .....

h) by deduction on account of Income Tax .....

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

### III.CERTIFICATE OF THE ENGINEER IN CHARGE

Form WAM 6 (contd...)

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

Measurement Book No .....

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

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

Signature of Contractor

Signature of Engineer in charge

Date:

Designation:

Date:

## FORMS & PROCEDURES

### IV. CERTIFICATE OF THE SENIOR ENGINEER

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

2. Certified that all the measurements recorded in the measurement book have been correctly billed for  
3. Certified that all recoverable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide Annexures A to C attached.

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

#### ALLOCATION

The expenditure is chargeable as under and to be included in the accounts for.....	20.....	
Ledger Head	Debit (Gross amount)	Credit (Deductions)
	Rs. P.	Rs. P.

Total

\* Here specify the net amount payable.

Signature of Senior Engineer  
Date:

Form WAM 6 (contd...)

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

Accounts Bill No .....Dated.....  
Entered in Journal Book vide entry No.....Dated.....  
Passed for.....Rs.....  
Less Deductions.....Rs.....  
Net Amount Payable.....Rs.....  
(Rupees.....only)  
Payable to Shri/M/s.....by cheque/cash  
Entered in Contractor's Ledger No.....Page.....

ALLOCATION		Code no:	
Estimate No:	Name of the Work:	Debit	Credit
Ledger Head		(Gross amount)	(Deductions)
		Rs. P.	Rs. P.
-----	-----	-----	-----
-----	-----	-----	-----

## FORMS & PROCEDURES

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Assistant Date:	Accountant Date:	Account Officer Date:	Total	-----	-----
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VI. Received Rs.....( Rupees.....only) as per  
Memorandum of Payments on account of this work.

Signature of witness Address :	Revenue	Stamp Signature of Contractor Date:
Date:		

---

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

Cash Book entry No. and date:	Amount paid	Rs.....
	Amount unpaid	Rs.....
	Total	Rs.....

Signature of Cashier  
Date:

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

### ANNEXURE A

## FORMS & PROCEDURES

Statement showing details of materials issued to the contractor Shri/M/s.....

In respect of Contract Agreement No .....Dated.....

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

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

Total

Signature of contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

## FORMS & PROCEDURES

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Form WAM 6 (contd...)

### ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s.....

In respect of Contract Agreement No ..... Dated.....

Sl. No	Description of tools and plant issued	Period for which  Issued	Rate at which  recovery  Is to be  Made	Amount recover-  able	Amount recovered  upto  previous  bill	Balance now  recovered	Remarks							
<hr/>														
<hr/>														
Total														
Signature of contractor		Signature of Engineer in Charge			Signature of Senior Engineer									
Date:		Date:			Date:									

## FORMS & PROCEDURES

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Form WAM 6 (contd...)

### ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....

In respect of Contract Agreement No ..... Dated.....

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Sl. No	Particulars	Unit	Quantity	Rate	Amount recover- able	Amount recovered upto pre- vious bill	Amount now	Remarks
1	2	3	4	5	Rs. P.	Rs. P.	Rs. P.	Rs. P.
1.	Water Charges							
2.	Electricity charges							
3.	Seignorage charges							
4.	Medical charges							
5.	Cost of empty gunny bags and Empty containers not returned							
6.								
7.								
8.								
9.								

---

## FORMS & PROCEDURES

---

10.

Total

---

Signature of contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

## FORMS & PROCEDURES

Form WAM 6 (contd...)

### ANNEXURE D

Name of the Contractor:

Contract Agreement No:

Name of the Work:

Date:

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

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

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

## FORMS & PROCEDURES

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**BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:NKP-C2093:20**









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## ANNEXURE A

## Part I

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

## ANNEXURE A

## Part II

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

## ANNEXURE B

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

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:NKP-C2093:20



BHARAT HEAVY ELECTRICALS LIMITED  
 DIVISION.....

.....And Final bill

(Para 4.3.2 Of Works Accounts Manual)

Name of Contractor		Departmental Bill no		Date	
Name of the Work		Division		Division	
Sanctioned Estimate		Date of written order to commence the work			
Contract Agreement/work Order No		Date of commencement of work			
		Due date of completion as per agreement			
		Date of actual completion of the work			

**I. ACCOUNT OF WORK EXECUTED**

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

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

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

Rupees (In Words).....Only

**II MEMORANDUM OF PAYMENT**

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

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

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

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

Date:

Signature of Engineer in charge  
Designation

**IV CERTIFICATE OF THE SENIOR ENGINEER**

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

3 Certified that the methods of measurement are correct

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

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

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

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

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

**ALLOCATION**

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

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

\* Here specify the net amount payable

Signature of Senior Engineer  
Date

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

		ALLOCATION		
Account Bill no.....	Dated .....	Estimate No:	Code No	
Entered in Journal book vide entry No.....	Dated.....	Name of the Work .....		
Passed for.....	Rs.....	Ledger Head	Debit	Credit
Less Deductions.....	Rs.....		(Gross Amount)	(Deduction)
(Rupees.....	Only)		Rs	Rs
Payable to Shri/M/s.....	by cheque/cash		P	
Entered in contractors' Ledger no.....	Page			
Assistant	Accountant	Total	.....	.....
Date:	Date:			

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

Signature of Witness  
 Address

Revenue Stamp  
 Signature of Contractor  
 Date:

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

<b>Cash book entry no and date :</b>	<b>Amount Paid</b> <b>Rs.....</b>
	<b>Amount unpaid</b> <b>Rs.....</b>
	<b>Total</b> <b>Rs.....</b>

**Signature of Cashier**  
**Date:**

## ANNEXURE A

## Part I

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

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

Total ..... 100

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE A

Part II

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

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

Total .....  
 Add Departmental Charges .....  
 Add Sales Tax (wherever applicable) .....  
 Total .....

Signature of Contractor  
 Date

Signature of Engineer in charge  
 Date

Signature of Senior Engineer  
 Date

ANNEXURE B

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

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

Total .....  
.....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE C

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

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

**ANNEXURE D -**  
**DEVIATION STATEMENT**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

Date :

Sl. No.	Descrip- tion of item	Unit	Quantity	Quantity	Rate	Rate	Amount	Amount	Difference		Reason for the deviation with autho- rity, if any
			as per agree- ment	as executed	as per agree- ment	as execu- ted	as per agree- ment	as executed	Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge  
 Date :

Signature of Senior Engineer  
 Date :

ANNEXURE E

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

Name of the Work :

**ON RECOVERY BASIS**

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorpo- rated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (Difference between column 5 and 8)	Rate charge- able for excess/ short con- sum- ption, if any		Amount recover- able for excess/ short con- sum- ption, including materials not returned	R E M A R K S
									More	Less		
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Cement											
2.	Bricks											
3.	Wood.....											
4.	Asbestos Sheet											
5.	Iron Materials											
6.												
7.												
8.												
9.												
10.												

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

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

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

## **ANNEXURE F**

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

## ANNEXURE G

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

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

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR								Page 1 of 6
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Name of Project				Contract No.						
Name of Work				Name of Contractor						

**PART- A: PLAN/ REVIEW OF WORK FOR THE MONTH OF ..... Date of Plan/ Review.....**

SN.	Description of Work	Unit of Measur- ement	Unit Rate	Planned		Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)	Achieved	Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part- D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)								
				(QTY Planned for the month as per Part -C of last month)				A		B		C				D		E=A+B-C-D		
(a)	(b)	(c)	(d)	Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
	Value of Other Items not mentioned above but planned to be executed in this month																			
Total				$\Sigma A$		$\Sigma B$		$\Sigma C$		$\Sigma D$		$\Sigma E$								

BHEL  
 (Sign with name, designation and date)

CONTRACTOR  
 (Sign with name, designation and date)

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page 2 of 6
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Name of Project		Contract No.	
Name of Work		Name of Contractor	

**PART- A: Contd.....**

Note 1: **In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BHEL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.**

Note 2: Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month =  $[(\Sigma E - \Sigma B) / (\Sigma A - \Sigma D)] \times 100$   
In case,  $(\Sigma E - \Sigma B)$  is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

**BHEL**  
(Sign with name, designation and date)

**CONTRACTOR**  
(Sign with name, designation and date)

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page 3 of 6
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Name of Project		Contract No.	
Name of Work		Name of Contractor	

**PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF ..... Date of Plan/ Review.....**

**CONTRACTOR'S SCOPE: -**

SN.	PLAN				DEPLOYMENT STATUS			
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Weightage assigned to planned T&P (in fraction such that $\Sigma C =1$ )	Actual Deployed Quantity	Actual Deployment Period (in days)	Weighted T&P Deployed	REMARKS (Works affected due to non-deployment of T&Ps)
	A	B	C	D	E	$F=(C \times D \times E) / (A \times B)$		

Note: In case, E>B, it shall be considered as E=B. Similarly, in case D>A, it shall be considered as D=A.

Percentage of T&P Deployed =  $\Sigma F \times 100$

**BHEL SCOPE: -**

SN.	PLAN			DEPLOYMENT STATUS			
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Actual Deployed Quantity	Actual Deployment Period (in days)	REMARKS (Works affected due to non-deployment of T&Ps)	

**BHEL**  
 (Sign with name, designation and date)

**CONTRACTOR**  
 (Sign with name, designation and date)

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR		Page 4 of 6
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Name of Project		Contract No.	
Name of Work		Name of Contractor	

**PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF .....**

Date of Plan/ Review.....

**CONTRACTOR'S SCOPE: -**

SN.	Area of Work	Category of Labour	No. of Labour required as per category	Deployment Period (in days)	No. of Labour actually deployed	Actual Deployment Period (in days)	REMARKS (Works affected due to non-availability of labour)
			A	B	C	D	

Percentage of Manpower Deployed=100 x  $\Sigma(CxD)/\Sigma(AB)$

**BHEL**  
 (Sign with name, designation and date)

**CONTRACTOR**  
 (Sign with name, designation and date)

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR		Page 5 of 6
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Name of Project		Contract No.	
Name of Work		Name of Contractor	

**PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e. ....** Date of Plan .....

SN.	Description of work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	Unit of Measurement	T&Ps Required		Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)	
					Contractor Scope		BHEL Scope		Category of Labour	No. of Labour required as per Category
					Major T&P to be deployed as per work planned for the month	Quantity	Major T&P to be deployed as per work planned for the month	Quantity		

Note 1: Planned quantity should be based on available/ expected fronts/ inputs in the next month

Note 2: "Original Planned Quantity" shall be as per latest jointly agreed programme between BHEL and Contractor before commencement of work or at the time of latest Time Extension, as the case may be.

**BHEL**  
 (Sign with name, designation and date)

**CONTRACTOR**  
 (Sign with name, designation and date)

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR		Page 6 of 6
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Name of Project		Contract No.	
Name of Work		Name of Contractor	

**PART - D: REASONS FOR SHORTFALL ATTRIBUTABLE TO BHEL IN RESPECT OF PLAN FOR THE MONTH.....**

SN.	Description of Work (from Part-A)	Quantities Affected		Reasons for Shortfall attributable to BHEL	Agency responsible for reasons for Shortfall	Remarks (Supporting Documents in respect of agency responsible)
		(Physical Quantity)	Unit of Measu- rement			
1	2	3	4	5	6	7

Note1: Reasons for shortfall shall include non-availability of fronts/ drawings/ materials/ T&P (BHEL Scope)/ clearances etc. and other hindrances for which contractor is not responsible.

Note2: Agency responsible may be BHEL Site/ MUs/ Design Centre/ BHEL Customer/ other Contractors etc.

BHEL  
 (Sign with name, designation and date)

## BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to Name of the Vendor / Contractor / Supplier having its registered office at \_\_\_\_\_<sup>1</sup> hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>2</sup> valued at Rs.....<sup>2</sup> ( Rupees -----)for <Nature of Work<sup>3</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ..... (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- ( Rupees -----)<sup>4</sup> without any demur, immediately on a demand from the Employer, . 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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the .....bank 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 or discharged.

We ..... 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/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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 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 Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier 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.

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 liabilities under this guarantee thereafter.

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>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

*Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.*

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

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

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
- 2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

**BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE  
BOND**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region<sup>1</sup>> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

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

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

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

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

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

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

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

## BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND

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

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.-----  
- (Rupees-----). Our guarantee shall remain inforce until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at <Name of place<sup>2</sup>> only.

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

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

(Name of the Bank)

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

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
  - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
  - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
  - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
  - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
  - PSNR : Delhi
  - PSER : Kolkata
  - PSWR: Nagpur
  - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

**BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHOLD/LIQUIDATED DAMAGES AMOUNT**

Bank Guarantee No:

Date:

To

NAME

**& ADDRESSES OF THE BENEFICIARY**

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup>(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, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under the .....having its registered office at ..... <sup>1</sup>(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>2</sup>valued at Rs.....( Rupees -----) for <Nature of Work><sup>3</sup>(hereinafter called the 'Contract')

The Contractor as per Contract should have completed the work/ supplies under the contract by.....(date). As per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays and the Employer has withheld an amount of Rs .....by way of LD as per the Contract. Now, on the request of the Contractor, the Employer having agreed to release the amount of Rs.....withheld from the Contractor's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees.....only)<sup>4</sup>

We, .....(hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ----- ( Rupees -----) without any demur, merely on a demand from the Employer

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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the .....bank 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 or discharged.

We ..... 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/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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/ Supplier's liabilities.

This Guarantee 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 Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier 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.

Unless a demand or claim under this guarantee is made on us in writing or before the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

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

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

**BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to Name of the Vendor / Contractor / Supplier having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter referred to as the 'Contractor/Supplier/Fabricator' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref. No..... dated .....<sup>2</sup> valued at Rs.....( Rupees -----) for <Nature of Work<sup>3</sup> (hereinafter called the 'Contract')

and, the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs.\_\_\_\_\_ for the manufacture/fabrication of the equipment at the Contractor's site on on furnishing a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees.....)<sup>4</sup> in the manner hereinafter specified for the due safeguard of the free issue material,

we, ..... (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ----- ( Rupees -----) without any demur, merely on a demand from the Employer, .

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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 Contractors/Supplier shall have no claim against us for making such payment.

We the .....Bank 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 or discharged.

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 Contract or to extend time of performance by the said Contractor/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

This Guarantee 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 Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator 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.

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 liabilities under this guarantee thereafter.

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>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

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

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
- 2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**  
**(On non-Judicial paper of appropriate value)**

**Bank Guarantee No.....**

**Date.....**

**To**

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of your 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..... for.....<sup>3</sup>. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.<sup>4</sup>(name of the Employer)

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 .....<sup>5</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 .....<sup>6</sup> [Name & address of the Bank] ..... having our Head 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>5</sup> .....<sup>7</sup> .....<sup>8</sup> .....<sup>9</sup> .....<sup>10</sup> .....<sup>11</sup> .....<sup>12</sup> .....<sup>13</sup> .....<sup>14</sup> .....<sup>15</sup> .....<sup>16</sup> .....<sup>17</sup> .....<sup>18</sup> .....<sup>19</sup> .....<sup>20</sup> .....<sup>21</sup> .....<sup>22</sup> .....<sup>23</sup> .....<sup>24</sup> .....<sup>25</sup> .....<sup>26</sup> .....<sup>27</sup> .....<sup>28</sup> .....<sup>29</sup> .....<sup>30</sup> .....<sup>31</sup> .....<sup>32</sup> .....<sup>33</sup> .....<sup>34</sup> .....<sup>35</sup> .....<sup>36</sup> .....<sup>37</sup> .....<sup>38</sup> .....<sup>39</sup> .....<sup>40</sup> 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conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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 bids 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>6</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>7</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>5</sup>.....
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</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.....

<sup>1</sup> *Details of the Invitation to Bid/Notice Inviting Tender*

<sup>2</sup> *Name and Address of the Tenderer*

<sup>3</sup> *Details of the Work*

<sup>4</sup> *Name and Address of BHEL Unit/Division/Region (Already filled up)*

<sup>5</sup> *BG Amount in words and Figures*

<sup>6</sup> *Validity Date*

<sup>7</sup> *Date of Expiry of Claim Period*

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date. As per Works Policy, the Bank Guarantee shall be valid for at least six months.
2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
  - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

## RTGS DETAILS OF BHEL

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor	BHARAT HEAVY ELECTRICALS LTD.
02. Address	<del>BHEL</del> BHEL HOUSE, SIRI FORT, N.DELHI
03. Vendors Bank A/c Name	BHARAT HEAVY ELECTRICALS LTD.
04. Vendors Bank A/c No.	11107800029
05. Name of Bank	STATE BANK OF INDIA
06. Name of Branch	COMMERCIAL BR., SALT LAKE, SECTOR-V KOLKATA
07. Branch Phone No.	033-23575666
08. City	KOLKATA
09. IFSC Code of the Branch	SBIN 0004289

The charges if any for payment through RTGS may be recovered from  
the Bill submitted by us.

  
Signature of Authorized  
Representative / Voucher Holder & seal  
के. के. कोआरी / K. K. Coari  
उप महाप्रमधक (वित्त) / Dy. General Manager (Fin)  
बी. एच. इ. प्ल. : पो. प.स.इ. आर : कोलकाता - 700 091  
BHEL:PSER/Kolkata-700 091

  
Confirmation by Banker  
with office seal  
  
STATE BANK OF INDIA  
SALT LAKE  
Branch No. 289  
Commercial  
Branch

Note : Incorrect information will create Accounting complications  
and payment will be delayed

**TENDER NO: PSER:SCT:NKP-C2093:20**

**VOLUME -III**

**PRICE SCHEDULE-REV-00**

**FOR**

**BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**( A GOVT. OF INDIA UNDERTAKING )**  
**POWER SECTOR – EASTERN REGION**  
**PLOT NO. – 9 / 1, DJ – BLOCK,**  
**SECTOR – II, KARUNAMOYEE,**  
**SALT LAKE CITY,**  
**KOLKATA – 700091.**

**VOLUME-III**  
**PRICE SCHEDULE, REV-00**

**JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**TENDER NO - PSER:SCT:NKP-C2093:20**

**PREAMBLE**

<b>SL NO</b>	<b>DESCRIPTION</b>
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned anywhere in this document.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclose with the tender are only preliminary and for guidance/tender purposes giving some idea of the work involved. The work is to be executed as per terms & conditions of the tender and actual drawings/documents, which shall be furnished during execution.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
5	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within plus minus fifteen percent ( $\pm 15\%$ ) of the awarded price as per LOI.
6	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses $+50\%$ (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item.
7	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based service contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalised through Reverse Auction.
8	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order. The rates of unit rate/optional items shall remain valid till execution of the order, if the job/work is awarded to the bidder.
9	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing, clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.
10	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
11	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
12	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site before submission of his bid/offer. No claim whatsoever due to lack of knowledge of site conditions shall be entertained after award of the work.
13	No splitting of the job is envisaged unless the same is specifically indicated in the TCC/Vol-1F. Decision of BHEL in this regard shall be final and binding to the bidders.
14	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/ altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
15	Bidders to note that for Civil &/Structural packages, against a particular item against a ST No. appearing in more than one schedule of the BOQ, same rate must be quoted in all schedules for that particular items with same descriptions. If by error, different rates are quoted in different schedules for same ST No. (i.e. item with same description), then the higher of the rates shall be considered for evaluation but awarding shall be done with the lower rate, if the bidder becomes L-1. The same modality shall be applicable for other item rate service contracts where item with same description is repeated in different schedules.
16	For Lumpsum Service Contract : The items/components indicated in the tender is indicative and may vary to any extent. No compensation shall be payable in case of any variation in the items/components listed in the bill of quantities if the executed weight remains within the variation limit. However, in case of deletion of any item or addition of new items over and above the items listed or variation of existing quantity beyond variation limit specified, adjustment (i.e. Payment or recovery as the case may be) shall be done on pro-rata basis based on the Rate per MT worked out from the quoted lump-sum Price and the total weight of components listed /indicated in price schedule plus 15% weight variation limit.
17	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
18	In case of tender for Civil and/or Structural works, if the Non-schedule items are not quoted by the bidder, it will be treated at par with rate of corresponding item of CPWD/PWD/DSR schedule as prescribed in the tender/BOQ cum Rate Schedule. PVC/escalation is not payable for these Non-scheduled items.
19	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor. No idling charge whatsoever (either for labour or any other resources) is payable by BHEL for any reason whatsoever.

**VOLUME-III**  
**PRICE SCHEDULE, REV-00**

**JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**TENDER NO - PSER:SCT:NKP-C2093:20**

**PREAMBLE**

<b>SL NO</b>	<b>DESCRIPTION</b>
20	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
21	Bidder's Total price shall be considered for evaluation unless stated otherwise.
22	In case of BOP packages, if Bidder does not quote/indicate the price for freight charges against indicated rate schedule, the same shall be considered as 2% of basic price and adjusted with the total quoted price against each item keeping the total quoted price unaltered.

**VOLUME-III**  
**PRICE SCHEDULE, REV-00**

**JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**TENDER NO - PSER:SCT:NKP-C2093:20**

**SCH-1 - TOTAL PRICE**

SL NO	DESCRIPTION	PRICE SCHEDULE REF	<u>TOTAL PRICE (IN INR)</u>
1.0	TOTAL PRICE FOR BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND	SCH 2 - BREAK UP OF TOTAL PRICE	<u>IN FIGURES:-</u>
			<u>IN WORDS:-</u>

**NOTE**

1.0	Bidder shall quote total price for total price of SCH-2- Part only at SI No. 1 above. All other amounts / rates of each item of works in respective schedules / parts will be derived based on allocated weightage. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void.
2.0	Bidder to note that total price at SI No. 1 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.
3.0	Bidder's quoted total price of SCH-3 & SCH-4 at SI. No.1 above, respectively shall be apportioned into amount of various items of works based on allocated weightage against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken into cognizance / account and offer may be liable for rejection.
4.0	Based on the itemwise weightage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounding off.
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI No. 3 above.
6.0	Based on the itemwise weightage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to upto 9 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.
7.0	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
8.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.
9.0	The quoted price shall be excluding GST including freight on FOR site basis.
10.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates worked out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.

VOLUME-III PRICE SCHEDULE, REV-00		
<b>JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 &amp; U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.</b>		
<b>TENDER NO - PSER:SCT:NKP-C2093:20</b>		
<b>SCH-2 - BREAK UP OF TOTAL PRICE</b>		
SL NO	DESCRIPTION	WEIGHTAGE
1.0	TOTAL SERVICE PART (SCH-3).	0.77552128
2.0	TOTAL SUPPLY PART (SCH-4).	0.22447872
<b>3.0</b>	<b>TOTAL</b>	<b>1.00000000</b>

VOLUME-III PRICE SCHEDULE, REV-00					
JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.					
TENDER NO - PSER:SCT:NKP-C2093:20					
SCH - 3 : SERVICE PART					
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE	
213	Providing and laying Design Mix cement concrete as per IS:456 & IS 10262-2009 for reinforced concrete works using graded aggregate for Concrete in precast works like roof slabs/trench covers, fins, lintels, chajas, beams, columns, wall panels, facias etc. at all levels in all kinds of work including formwork/moulds, curing, rendering the top exposed surface with cement sand mortar (1:3), handling, storing, transposing, all leads, erection without damage, setting in position with cement sand mortar (1:3), filling the gaps between adjacent precast units with M30 grade concrete or cement sand mortar (1:3) and including making of holes for bolts for fixing, welding etc. complete with graded aggregate (20/12.5/10 mm) and as per specification and drawing for following grades.				
a	M 25 grade	Cum	40	0.00079528	
508 A	Providing and laying Pressed cement concrete flooring tiles of 22mm thickness and size 300X300 mm conforming to IS 13801 with 15 mm thick 1:4 cement mortar over the top most layer of roofing treatment with fine joints including sealing of expansion joints with polysulphide sealant (cost of material & application of polysulphide sealant is included in this item) etc all complete. (Water proofing paid elsewhere)	SQM	850	0.00209221	
600 JOINTS AND FILLERS					
605	Providing and sealing of joints with premium grade silicon sealant ( Silpruf of GE silicones or approved equivalent) including cleaning of joints, raking out groove, joint filler tapes, application of primer, curing, scaffolding etc. all complete as per manufacturer's recommendation for following size groove:				
a	25mmX25mm	RM	1500	0.00193771	
b	50mmX25mm	RM	100	0.00022730	
607A	Providing and Sealing of joints/leage direct in touch with soil or structure with Chemical injection grouting using water soluble monomer based chemical (confirming to IS: 2645) and cement slurry by pressure pump with arrangement as per IS: 6494 and drawings all complete.	RM	400	0.00093196	
900 DOORS, WINDOWS, VENTILATORS, LOUVERS					
902	Providing and fixing teakwood frame panel door shutter as per IS 1003 with 35 mm x 150 mm vertical rail & 35mm x 125 mm horizontal rail and 12 mm thick interlocked panels of teakwood with proper wood joinery including beading, preparation of working drawings, godrej or equivalent make mortice lock with handels on both sides, approved ISI mark anodised fittings like door stopper, 300mm long tower bolts, 16x300mm long aldrops, 125mm long handles on both sides etc. butt hinges, sliding bolt, knobs, (all fitting shall be anodised aluminium color dyed), screws, primer and finish painting / polishing etc. all complete. (Finish painting / polishing paid separately)	SQM	20	0.00060391	
903	Transporting, fitting and fixing solid core flush door shutter as per IS 2202 part II, 35mm thick homogenous particle board bonded with BWP type phenolformaldihyde synthetic resin, particle board core conforming to IS 3087 type I, 35x12 mm thick teakwood beading all around including preparation of working drawings. godrej or equivalent make mortice lock with handels on both sides, approved ISI mark anodised fittings like door stopper, 300mm long tower bolts, 16x300mm long aldrops, 125mm long handles on both sides etc. butt hinges, sliding bolt, knobs, (all fittings shall be anodised aluminium color dyed), finish flat oil paint confirming to IS: 137 over primer, screws etc. all complete as per drawing, specification and instruction of engineer in charge. with commercial faces and teak wood edges. <b>(Cost on account of supply of solid core flush door is payable separately under ST S 903 of SCH-4 of Vol-III)</b>	SQM	30	0.00020618	
904	Transporting and fixing single or double steel door shutters with 35 mm thk flush design shutter comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners, spot welded in position at not more than 150mm on centres including void filled with mineral wool (density as per specification), all fittings, Godrej or equivalent make mortice lock with handle on both sides, shop and final painting etc all complete. <b>(Cost on account of supply of steel door shutters is payable separately under ST S 904 of SCH-4 of Vol-III)</b>	SQM	65	0.00053201	
907	Transporting and fixing fire proof steel doors (single or double shutter) with panic devices having 45mm thk flush design comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners, spot welded in position at not more than 150mm on centers including all fittings, shop painting with approved post office/signal red color fire resistant paint and mineral wool insulation (64 kg/cum density) complete and shall be fire proof as per IS:3614, TAC requirements and as per specification. Minimum ratings shall be 2 Hrs. <b>(Cost on account of supply of material is payable separately under ST S 907 of SCH-4 of Vol-III)</b>	SQM	100	0.00063322	
912	Providing and fixing pressed steel frames fabricated from 16 gauge M.S sheet mortised, reinforced drilled and tapped for hinges and locks bolts strikes, hold fasts adjustable floor anchors, floor tiles/weather bars, paintings etc all complete as per specifications.	Kg	500	0.00025344	
913	Transporting and fixing in position rolling shutter of hot rolled double dipped galvanised steel lath section of 18 SWG tested mild steel strips at 75mm rolling centres interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation including wire springs, top cover, primer & shop coats of approved enamel paint etc, all complete as per IS 6248 and specification of approved make of following types: The bottom lath shall be coupled to a lock plate fabricated from 3mm thick galvanised steel plate and securely riveted with stiffening angles.(partly coiled and lath/full lath). <b>(Cost on account of supply of rolling shutter is payable separately under ST S 913 of SCH-4 of Vol-III)</b>				
b	Mechanically Operated	SQM	10	0.00003598	
c	Electrically operated	SQM	150	0.00069820	
915	Transporting, Fixing and fitting of glazing of first grade class in steel/aluminium/wooden frames, where ever required, cleaning after fixing including hardware, gaskets, clips, beadings etc. all complete as per Specification for the followings <b>(Cost on account of supply of material is payable separately under ST S 915 of SCH-4 of Vol-III)</b>				
jb	8 mm thick Reflective toughened glass,	SQM	400	0.00124262	

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TENDER NO - PSER:SCT:NKP-C2093:20					
SCH - 3 : SERVICE PART					
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE	
A921	Providing & fixing 120 minutes Fire Rated, Fully Glazed non load bearing fixed partition, door, with valid fire test certificate from national or international lab with Partition Frame manufactured from minimum 1.6 mm galvanized steel sheet (zinc coating not less than 120 gm/sqm) pressed to form a suitable profile as required (60X70mm) & fixed to the supporting construction by means of M 10 X 120 or bigger steel bolts at 150mm from the edges & every 500mm c/c or higher as per design requirement. The frame shall be finished with etch primer for scratch resistance and shall be powder coated of min. 30 micron of approved shade and color. The glass panels shall be interlayered minimum 11mm thick or higher thickness as per design requirement and manufacturer test certificate, 120 minute fire rating and partially insulated (EW120), with 15 minute full insulation, Non Wired Toughened Interlayered glass having a sound reduction of greater than 37dB, light transmission of 87% and compliant to min. class 1(B)1 category of impact resistance as per EN 12600. The glass should be manufactured in UL & TUV audited Facility and including UL-EU Certification. The glass shall be held in position with minimum 1.6mm G.I Beading, clamped or bolted to the frame profile by 4mm x 35mm steel screws at every 250 mm c/c and a ceramic tape of cross section of 5mm x 20mm on both sides of the glass. The item shall include intumescent putty and fire resistant acrylic sealants and the total assembly shall satisfy the fire resistance criteria of stability, integrity & radiation control and partial insulation (EW120) all complete as per specification, design and site requirements. Shop/fabrication drawings for the item with all construction and anchoring details along with fire rating test reports shall be got approved from Engineer-in-Charge before execution. The glass should be free from distortion and thermal stress.	Sqm	450	0.02634126	
A922	Providing & fixing minimum 29mm thick or higher thickness Hermetically sealed double glass (DGU) consisting of Fire resistant glass of minimum 11mm thick or higher thickness as per design requirement and manufacturer test certificate, clear, toughened glass with,120 minutes fire rated for both integrity & radiation control, remain transparent under both fire and non fire condition and 6mm thick toughened tinted glass with12mm gap. The partitions and door shall be 120 minutes Fire Rated, Fully Glazed non load bearing fixed partition, openable door, with valid fire test certificate from national or international lab with steel Frame manufactured from minimum 1.6 mm galvanized steel sheet (zinc coating not less than 120 gm/sqm) pressed to form a suitable profile to accomodate the glass & fixed to the supporting construction by means of M 10 X 120 or bigger steel bolts at 150 mm from the edges & every 500mm c/c or as per design requirement. The frame shall be finished with etch primer for scratch resistance and shall be powder coated of min. 30 micron of approved shade and color. The glass panels shall be interlayered minimum 11mm thick or higher thickness, shall be 120 minute fire rating and partially insulated (EW120), with 15 minute full insulation, Non Wired Toughened Interlayered glass having a sound reduction of greater than 37dB, light transmission of 87% and compliant to class 1(B)1 category of impact resistance as per EN 12600. The glass should be manufactured in UL & TUV audited Facility and including UL-EU Certification. The glass shall be held in position with minimum 1.6 mm G.I Beading, clamped or bolted to the frame profile by 4mm x 35mm steel screws at every 250 mm c/c and a ceramic tape of cross section of 5mm x 20mm on both sides of the glass.The item shall include intumescent putty and fire resistant acrylic sealants and the total assembly shall satisfy the fire resistance criteria of stability, integrity & radiation control and partial insulation (EW120) all complete as per specification, design and site requirements. Shop/fabrication drawings for the item with all construction and anchoring details along with fire rating test reports shall be got approved from Engineer-in-Charge before execution. The glass should be free from distortion and thermal stress. Only single elevation area to be measured.	Sqm	110	0.00661798	
A923	Providing and fixing electrically operated, self operable/ closing, approved anodized steel framed glass door with minimum 11mm thick or higher thickness as per design requirement and manufacturer test certificate fire rated toughened glass, all complete. Automatic Sliding operating system comprising of Advanced DC brushless motor, Automatic Reversing Safety Device, Suitable for door weight min.100 kg or as per design requirement, Opening speed : 90-110cm /sec (adjustable), Closing Speed : 40-110cm/sec (adjustable), opening time : within 1-9 seconds after door stopped in opening, controller : 8 Bit micro computer, Motor ( Dortexor equivalent ) : DC12V, 35W brushless motor, Power Voltage : AC 110V - 240V. 50Hz - 60Hz, Power Consumption : 45W including Infra Red Sensors 2No both sides, rails & top & bottom as required, any another accessories as required etc. all complete of best make and quality as approved by Engineer in charge. The door shall be double panel sliding steel frame door of approx. area 5 sq.m. to 10 sq.m. each. The glass should be free from distortion and thermal stress. Only single elevation area to be measured.	Nos	3	0.00189033	
A924	Providing and fixing of fully glazed steel door with 120 minutes fire rating, of integrity and radiation control (EW 120) fabricated with minimum 1.6 mm thick galvanized steel sheet. The door frames are manufactured from minimum 1.6 mm galvanized steel sheet (zinc coating not less than 120 gm/sqm) pressed to form a suitable profile of min. 60 mm x 70 mm. The door shutter would have a top rail and side rail 60 mm x 85 mm and a bottom rail of 110 mm x 60 mm. The frame shall be finished with approved fire resistant primer or Powder coating of min. 30 micron as per approved shade.The sections have a special insulating infill. The test is conducted in IFTS as per EN 1634-1: 1999. The glass should be minimum 11mm thick or higher thickness as per design requirement and manufacturer test certificate, interlayered clear toughened glass with 120 min. fire rated (remain transparent under both fire and non fire condition) for both integrity & radiation control (EW 120) Non Wired toughened glass with a light transmission of 86% and a sound reduction of 37 dB and manufactured in UL & TUV audited Facility and including UL-EU Certification. The glass should be compliant to class min. class 1(B)1 category of Impact Resistance as per EN 12600. The glass should be held in its place with the help of 1.6 mm GI beading and a special ceramic tape with cross section of 5 x 20 mm as per the test evidence. The shutters should be fixed to the frame using SS Ball Bearing Hinges of size 100 mm x 89 mm and 3 mm thickness or equivalent. Beading should be attached using 4 mm x 35 mm SS screws at a distance of 75 mm from the edges and 150 mm c/c henceforth. The door should be fitted with Mortise Sash lock 952F and door closer TS 68 or TS200 and hardware of Dorma, Geze or equivalent. The inactive leaf should be fixed to the frame using 1200mm long tower bolt, all complete as per specification, design and site requirements and approved by Engineer incharge before execution. The glass should be free from distortion and thermal stress. Only single elevation area to be measured.	Sqm	45	0.00169151	
1300 FINISHES TO CONCRETE / PLASTERED SURFACES					

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SCH - 3 : SERVICE PART				
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE
1302	Two or more coats of Exterior masonry paint (water or solvent base) of special resins, adhesives and additives mixed with fine, hard stone aggregate and suitable pigment. The paint shall be applied on a coat of primer over dried, prepared plaster surface as manufacturers guidelines. The final finished coating shall be fungus resistant, UV resistant, water repellent, alkali resistant and extremely durable with color fastness as per specification.	SQM	100	0.00017231
1302A	Two or more coats of Solvent based (100% pure Acrylic Co- polymer resin based) for exterior use without any water sensitive ingredient. Paint shall be applied on a coats of primer over dried prepared plaster surface as per manufacturer guidelines. The final finished coating shall be fungus resistant, UV resistant, water resistant, Alkali resistant, and extremely durable with colour and shed as per specification	SQM	100	0.00016900
1303	Providing and applying two or more coats of oil bound distemper as per IS 428 of approved brand, shade and manufacture to give smooth, hard, durable & glossy finish over a coat of primer over prepared plaster surface as per manufacturers guideline.	SQM	1200	0.00052998
1304	Two or more coats of acrylic distemper of approved brand and manufacture to give an even shade including a priming coat with distemper primer complete as per IS 428.	SQM	150	0.00006889
1305	Providing and applying two or more coats of acrylic emulsion paint as per IS 5411 of approved brand, shade and manufacture to give smooth, hard, durable & glossy finish over a coat of primer over prepared plaster surface as per manufacturers guideline.	SQM	4400	0.00227358
1306	Providing and applying 2 or more coats of acid/alkali chemical resistant paint of approved brand and colour to floors, walls and ceiling including preparation of surface to receive paint, providing and applying bitumen primer confirming to IS 158 complete all as per manufacturer's recommendations and as approved by engineer, at all heights above or below grade level, complete as per specifications.	SQM	100	0.00012716
1306A	Providing and applying of two or more coats of Oil resistant paint of approved brand and Manufacturer to give an even shade on surface all complete as per specification	SQM	100	0.00016335
1308	Two or more coats of black anti-corrosive bitumastic painting of approved brand and manufacture to give an even shade complete.	SQM	160	0.00003769
1309	Two or more coats of synthetic enamel paint of approved make made from synthetic resins and drying oil with rutile titanium dioxide and other selected pigments to give smooth, hard, durable & glossy finish to all interior and exterior surfaces complete.	SQM	260	0.00007714
1310	Providing and applying 3 coats of water proof cement paint of approved make and color on exterior surface at all heights including material, labour, scaffolding, curing etc including primer coat complete as per specification.	SQM	1360	0.00038940
1311	Providing and applying resin bonded granular textured finish (Two or more coats), for external applications consisting of crushed stone/quartz chips of .5 mm to 2.5 mm size and of approved natural color/shade and bonded with synthetic resins, adhesives and additives altogether in a single pack mix, applied on cured and dried plaster surface with a dry film thickness of minimum 2 mm. The final finish shall have UV resistance, fungus, bacterial resistance properties all complete with grooves filled with poly sulfide sealant of matching color and shade as per specification/drawing/approval of engineer in charge.	SQM	500	0.00066273
1311A	Providing and applying resin bonded granular textured/Flake finish, for external applications, consisting of crushed stone/quartz chips of 2.5 mm size and of approved natural color/shade and bonded with synthetic resins, adhesives and additives altogether in a single pack mix, applied on cured and dried plaster surface. The final finish shall have UV resistance, fungus, bacterial resistance properties all complete with grooves filled with poly sulfide sealant of matching color and shade as per specification/drawing/approval of engineer in charge.	SQM	50	0.00007003

**VOLUME-III**  
**PRICE SCHEDULE, REV-00**

**JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**TENDER NO - PSER:SCT:NKP-C2093:20**

**SCH - 3 : SERVICE PART**

<b>ST NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>WEIGHTAGE</b>
1311B	Providing and applying Resin Bonded Granular/flake textured finish for internal applications consisting of crushed sand/quartz chips of 1.2mm size and of approved colour/shades and bonded with synthetic resins, adhesives and additives altogether in a single pack mix, applied on cured and dried plaster surface . The final finish shall have UV resistance, fungus, bacterial resistance properties all complete with grooves filled with polysulfide sealant of matching color and shade as per specification/drawing/approval of engineer in charge.	SQM	50	0.00008530
1311D	Providing and fixing,Stone work for wall lining(Veneer work) with Black polished granite stone slab 18mm thk/ polished sadarhally grey granite slab 18mm thk over 20mm thk bed of cement morter 1:3 (1 cement, 3 sand) and jointed with gray cement slurry @ 3.3kg/m2 including rubbing, polishing etc, all complete as per specification. (CEMENT WILL BE SUPPLIED FREE OF COST BY BHEL AS PER TCC)	SQM	10	0.00019778
1311E	Providing and applying low VOC (volatile organic compound) resin bonded granular textured finish, for external applications shall consist of crushed stone/quartz chips of .5 mm to 2.5 mm size and of approved natural color/shade and bonded with synthetic resins, adhesives and additives altogether in a single pack mix, applied on cured and dried plaster surface with a dry film thickness of minimum 2 mm. The final finish shall have UV resistance, fungus, bacterial resistance properties all complete with grooves filled with poly sulfide sealant of matching color and shade as per specification/drawing/approval of engineer in charge.	SQM	200	0.00036191
1312	Providing and applying 2 mm thick putty on walls with Oil resistant property including preparation of surface, staging, etc. to achieve a smooth even surface all complete as per specification and as directed by Engineer.	SQM	3000	0.00069897
1313	Providing and applying ready made Epoxy Paint over areas other than steel structure with suitable pigments of approved shade as per specification and direction of Engineer. The epoxy paint shall be a two pack material and shall be resistant to water, splash, spillage & acidic environment. The epoxy paint coating shall be of 150micron thickness over epoxy primer.	SQM	100	0.00016465
1315	Providing and applying two or more coats of premium Acrylic based weather coat paint of approved brand and manufacture and required shade over one coat of primer after necessary cleaning/ washing, preparing the surface using coir brush/ wire brush, sand paper, including filling of cracks with putty wherever required etc. all complete to give smooth, hard, durable & glossy finish over a coat of primer over prepared plaster surface as per manufacturers guidelines. The final finished coating shall be fungus resistant, UV resistant, water repellent and extremely durable with color fastness as per specification.	SQM	400	0.00028912
1315A	Two or more coats of textured cement paint of approved quality confirming to IS: 5410 as (Sandtax Matt or equivalent) of approved colour and shade to give an even shade on surface with all in complete.	SQM	40	0.00004101
<b>1400 FLOORING AND SKIRTING</b>				
	Flooring and skirting at any level including base layer, labour, material, equipments, transportation, handling, curing, polishing etc. at any level as per specification, drawings and as directed by engineer - in - charge.			
1410	Marble stone Flooring laid in 50mm overall thickness with 18-20mm thick marble slabs (grade -1) with minium 30mm thick underbed of 1 cement : 2 sand : 4 stone aggregate by volume and brought to proper level.The marble slabs/tiles laid over underbed with mortar 1:3, pressed and tapped down with wooden mallet to the proper level, lifted and pressed again with thick cement slurry spread over the surface with fine joint finished including pigments, curing, grinding, granite polishing etc. all complete.	SQM	200	0.00159469
1412	Providing and laying 18-20mm thick polished Granite stone of approved color and texture in flooring with brass/ stainless steel strips. Under bed shall average 30mm thk of 1 cement : 2 sand : 4 stone aggregate by volume and brought to proper level. The granite stone slabs/tiles laid over under bed, pressed and tapped down with wooden mallet to the proper level, lifted and pressed again with thick cement slurry spread over the surface with fine joint finished including pigments, curing, grinding, granite polishing etc. all complete.	SQM	200	0.00192606
1417A	Providing and laying antiskid, full body Vitrified ceramic tiles of matt finish of size 800x800/600x600 mm from reputed / approved manufacturer including underbed of cement mortar 1:3 with neat cement slurry etc. all complete for following.with joints 3 to5 mm wide & 8 to10 mm deep & shall be filled with approved Epoxy Grout mix of 0.70 kg of organic coated filler of desired shade ( 0.10 kg of hardner and 0.20 kg of resin per kg) - Full body Vitrified Tiles shall have water absorption less than 0.5%, Modulus of Rupture more than 38N/mm2, Breaking strength more than 7500 N, Moh's scale more than 6, Abrasion resistance less than 144 mm3 and coefficient of friction more than 0.4. Vitrified Tiles shall generally conform to IS15622 (Full body Vitrified Tiles shall be Johnson Endura Industrial Tile conforming to IS 4457:2007 or Simpolo Rock Deck Tile conforming to ISO 13006/ISO :10545).			
b1	20mm thick tiles In flooring	SQM	2500	0.01732417
1417B	Laminated wooden flooring	SQM	65	0.00045837
1420	Providing and laying Heavy Duty dust pressed Ceramic Tiles of 7mm thick of reputed manufacturer(Grade-5) of approved finish shade and colour including underbed of cement mortar 1:3 with neat cement slurry etc. all complete.			
a	300X300 mm	SQM	200	0.00044113
b	600X600 mm	SQM	50	0.00015533
1420A	Providing and laying Heavy Duty dust pressed Ceramic Tiles of 10mm thick of reputed manufacturer of approved finish shade and colour including underbed of cement mortar 1:3 with neat cement slurry etc. all complete.			
a	300X300 mm	SQM	300	0.00085585
b	600X600 mm	SQM	100	0.00043647
1422	Providing & fixing Acid / Alkali resistant (Chemical resistant) tiles confirming to IS:4457 and IS: 4860 in flooring/Dado and shall be laid over bitumastic lining of min 12mm thick ( to be laid in layers of 6mm each). The tiles shall be applied with 6mm thick Potassium Silicate bedding mortar as per IS:4441, 4443 & 4832 and including preparation of surface, application of bitumen primer, curing etc. all complete for following thicknesses. The tiles should be abrasion resistant & durable.			
a	20 mm thick	SQM	10	0.00010246
1425	Providing and laying polished Marble slabs (Aranga white or equivalent approved shade/color /design) 20 mm thk in staircase landing/skirting and corridors over minimum 20 mm thick underbed of 1 cement : 2 sand : 4 stone aggregates by volume mixed with sufficient water to form a stiff workable mass. The marble slabs shall be laid over under-bed, pressed and tapped down with wooden mallet to the proper level, lifted and pressed again with thick cement slurry spread over the surface with fine joint finished including moulded marble nosing, pigments, curing, grinding, making corners, granite polishing etc. complete.	SQM	200	0.00169825

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**TENDER NO - PSER:SCT:NKP-C2093:20**

**SCH - 3 : SERVICE PART**

ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE
1433A	Providing and fixing Slip Resisting Nosing at various elevations, finishing, all labour, material etc. complete as per drawing, specification and instructions of engineer in charge.	RM	200	0.00020089
1500 ROOFING/SIDE CLADING				
1501	Transportation from store and fixing METAL DECK SHEET Type-I, permanently color coated galvanised MS troughed metal sheet decking plate ( <b>material as per ST No. S 1501 of SCH-4 of Vol-III</b> ) over roof purlins for cast-in-situ roof slab as per relevant IS code and as per specification including fixing of plates to beams, side lapping, end lapping etc. all complete for below mentioned spans including fixing of sheet to top flange of beam ( <b>face of sheet exposed to operating floor shall be as per ST S 1501 of SCH-4</b> ) with drawn arc welding of headed shear anchor studs @ 260mm c/c in the trough and stich screws between two adjacent sheets and sealing with epoxy sealant. The shear anchor studs shall confirm to type B studs specified in AWS D1.1/D1.1M or equivalent as shear connector of 19 mm dia & 100 mm length manufactured from cold drawn round steel bars confirming to ASTM A 29 of grade designation 1010 through 1020 of standard quality with either semi killed or killed welded by drawn arc stud welding through metal deck sheet. Measurement of profile sheeting shall be of the plan area of roof covered by MS trough metal decking. <b>(This item is exclusive of cost on account of supply of metal deck sheet type-I)</b>			
a	Span Upto 1800mm	SQM	4800.00	0.00454798
1501C	Transportation from store and fixing METAL DECK SHEET Type-IV, permanently color coated galvanised MS troughed metal sheet decking plate ( <b>material as per ST No. S 1501C of SCH-4 of Vol-III</b> ) over floor beams for cast-in-situ roof slab as per relevant IS code and as per specification including fixing of plates to beams, side lapping, end lapping etc. all complete for below mentioned spans including fixing of sheet to top flange of beam ( <b>face of sheet exposed to operating floor shall be as per ST S 1501C of SCH-4</b> ) with drawn arc welding of headed shear anchor studs @ 260mm c/c in the trough and stich screws between two adjacent sheets and sealing with epoxy sealant. The shear anchor studs shall confirm to type B studs specified in AWS D1.1/D1.1M or equivalent as shear connector of 19 mm dia & 100 mm length manufactured from cold drawn round steel bars confirming to ASTM A 29 of grade designation 1010 through 1020 of standard quality with either semi killed or killed welded by drawn arc stud welding through metal deck sheet. Measurement of profile sheeting shall be of the plan area of roof covered by MS trough metal decking. <b>(This item is exclusive of cost on account of supply of metal deck sheet type-IV)</b>			
a	For Floor Sheet Span Upto 1800mm	SQM	18500.00	0.01718386
b	For Floor Sheet Span Exceeding 1800mm and upto 2500 mm	SQM	6500.00	0.00645488
1502	Providing and fixing shear connectors of mild steel studs having 16mm dia and minimum 75 mm projected length above purlin passing through metal decking as per relevant IS codes and specification.	QUINTAL	50.00	0.00351506
1502A	Providing and fixing shear connectors of mild steel studs having 19 mm dia and minimum 100 mm projected length above purlin passing through metal decking as per relevant IS codes and specification. The rate of galvanising not to be less than 275gm / sq.m. The sheets shall be of approved profile and shall have such section modulus and moment of inertia per metre width that deflection of sheets is limited to span/250 under design wind pressure for two span conditions. No increase in allowable stresses under wind load condition is allowed. The cladding shall have siphoning feature to prevent leakage The inner sheet shall be fixed to the structure by self drilling fasteners and concealed clips (including sub-girts of size 50X50X50 mm manufactured out of 16G GI 'Z' shape) to connect the external sheet (without penetrating the external sheet) including flashings complete as per specification.v. The insulation shall be of bonded mineral wool of minimum thickness 50mm conforming to IS:8183, having a density of 32 Kg/cu.m. for glass wool & 48 Kg/cu.m. for rock wool and is included in this item.	QUINTAL	100.00	0.00841812
1503	Transporting and fixing SINGLE SKIN, PROFILED, PERMANENT COLOR COATED M.S. CLADDING SHEET :TYPE-I ( <b>material as per ST No. S 1503 of SCH-4 of Vol-III</b> ) of approved shade and color, (ON EXTERNAL VERTICAL FACE OF BUILDINGS) as per specification including fixing to supports / rails by concealed fixing system ( <b>face of sheet exposed to operating floor shall be as per ST S 1503 of SCH-4</b> ), corrosion resistant self tapping / self drilling type fasteners with suitable cap, flashing etc. all complete as per specification. <b>(This item is exclusive of cost on account of supply of SINGLE SKIN, PROFILED, PERMANENT COLOR COATED M.S. CLADDING SHEET :TYPE-I)</b>	SQM	20350.00	0.01890224
1505	Transportation and erection of permanent colour coated sandwiched insulated metal cladding: TYPE III ( <b>material as per ST No. S 1505 of SCH-4 of Vol-III</b> ) of approved color comprising of trough zinc-aluminium alloy coated (both sides) M.S. sheet of 0.60 mm min thickness to be used on external face of the cladding system. The sheet shall be coated with zinc of class designation Z275 as per ASTM A653M. The exposed face of the sheet to be permanently color coated with silicon modified polyester paint (SMP with silicon content of 30% to 50%) or super polyester paint of minimum 20 microns (nominal) dry film thickness over primer coat of 5mm (nominal) thickness. Inner side of external sheet to be provided with SMP or super polyester paint of 5 microns DFT (nominal) over 5 microns thick (nominal) primer coat. Galvanised M.S. sheets of minimum 0.6 mm thickness to be used as inner liner (internal face) of cladding system. The exposed face to be permanently colour coated with silicon modified polyester paint or super polyester paint of DFT 20 microns (minimum) over primer. The rate of galvanising not to be less than 275gm / sq.m. The sheets shall be of approved profile and shall have such section modulus and moment of inertia per metre width that deflection of sheets is limited to span/250 under design wind pressure for two span conditions. No increase in allowable stresses under wind load condition is allowed. The cladding shall have siphoning feature to prevent leakage The inner sheet shall be fixed to the structure by self drilling fasteners and concealed clips (including sub-girts of size 50X50X50 mm manufactured out of 16G GI 'Z' shape) to connect the external sheet (without penetrating the external sheet) including flashings complete as per specification.v. The insulation shall be of bonded mineral wool of minimum thickness 50mm conforming to IS:8183, having a density of 32 Kg/cu.m. for glass wool & 48 Kg/cu.m. for rock wool and is included in this item. <b>(This item is exclusive of cost on account of supply of permanent colour coated sandwiched insulated metal cladding: TYPE III)</b>	SQM	3550.00	0.00457304
1506	Providing and fixing insulation of resin bonded mineral wool of 50 mm nominal thickness conforming to IS 8183 having a density of 32 kg/cum glass wool or 48 kg/cum for rock wool, for cladding/under deck insulation including application of glue and tying with lacing wire, for glass/rock wool as per manufacturer's recommendations.	SQM	2000.00	0.00313554

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SCH - 3 : SERVICE PART					
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE	
1507	Providing and fixing insulation of resin bonded mineral wool of 50 mm nominal thickness conforming to IS 8183 having a density of 32 kg/cum glass wool or 48 kg/cum for rock wool, for cladding/under deck insulation including wrapping in black polythene black supported over weld mesh 75X75X1.6 MM dia to hold in position and application of glue & tying with lacing wire, for glass/rock wool as per manufacturer's recommendation.	SQM	3000.00	0.00553586	
1508	Providing and installing under deck insulation using minimum 0.05 mm thick aluminium foil on exposed surface followed by 0.60 mm dia and 25 mm mesh GI wire netting, fixed at various elevations with rawl plugs including clips, and 2mm wire ties with roof .	SQM	2000.00	0.00380655	
1600 FALSE CEILING					
1604A	Providing, fixing and laying Pre-painted coil coated steel false ceiling system consisting of 0.5mm thick galvanised as per IS: 277 of approved make in LINEAR and SQUARE type 50mm thick mineral wool insulation (as per IS:8183) bound in polythene bags on top of panels. Additional hangers and height adjustment clips shall be provided for return air grills, light fixtures. A.C. ducts etc. suitable M.S. channel (minimum MC 75) grid 1200 c/c maximum shall also be provided above the false ceiling level for movement of personnel to facilitate maintenance of lighting fixtures, AC ducts etc. The work to be complete as per specifications, drawings and direction of engineer. ( supply, fabrication & erection of structural platform grid made up of MS Channels/ Beams / Angles shall be paid separately under ST No 2301B and is not included in this item)	SQM	800.00	0.00557894	
1700 RAIN WATER DOWN TAKE PIPES					
1706	Fixing UPVC down take pipes of 160mm diameter- Class 3 as per IS:4985 all complete. <b>(Cost on account of supply of UPVC down take pipes is payable separately under ST S 1706 of SCH-4 of Vol-III)</b>	RM	50.00	0.00003075	
1707	Fixing GI down take pipes conforming to IS:1239 /IS:3589 of medium duty all complete for following diameters as per specification with painting <b>(Cost on account of supply of GI down take pipes is payable separately under ST S 1707 of SCH-4 of Vol-III)</b>				
a	150 mm Dia	RM	1000.00	0.00075230	
1800 MISCELLANEOUS WORKS					
1826	Supply and laying approved quality rounded pebbles / gravels of 40mm size in transformer yards.	CUM	400.00	0.00260536	
1832	Providing & filling Bentonite Powder (Sodium base) mixed with water in electronic earthing pit as per drawing & direction below ground level including all materials, transportation, labour, incidental etc all complete as per specification.	CUM	30.00	0.00059180	
1834	Supply & fixing of Exhaust Fan with all accessories with required fittings of approved brand and as per specification.	Nos	5.00	0.00004661	
2100 WATER SUPPLY					
Water supply work including men, material, equipment etc. at any level as per specification, drawings and as directed by engineer - in - charge.					
2101	Providing and fixing in position tested heavy duty type chromium plated (CP) brass long neck bib cocks including sockets, union, nuts etc all complete - 15mm nominal bore.	EACH	10.00	0.00002542	
2102	Providing and fixing in position heavy duty brass stop cock of approved quality including all specials etc all complete - 15mm nominal bore.	EACH	10.00	0.00001553	
2103	Providing and fixing in position heavy duty brass full way valve with wheel of approved quality including all specials etc all complete for following sizes:				
a	25mm nominal bore.	EACH	10.00	0.00003050	
b	50mm nominal bore.	EACH	10.00	0.00006990	
2104	Providing and fixing GI pipes class B medium class conforming to IS:1239 pipes shall be concealed and painted with anticorrosive paint, complete for internal works with GI sockets, unions, elbows, tees, nipples etc and clamps including cutting and making good the walls etc all complete for following sizes:				
a	15 mm nominal bore.	RM	50.00	0.00005807	
b	20 mm nominal bore.	RM	50.00	0.00006358	
c	25 mm nominal bore.	RM	50.00	0.00007425	
2105	Providing and fixing GI pipes class B complete for external work with GI sockets, unions, elbows, tees, nipples etc including trenching & refilling, anti-corrosive paint etc all complete for following sizes:				
a	15 mm nominal bore.	RM	50.00	0.00004926	
b	20 mm nominal bore.	RM	50.00	0.00005561	
c	25 mm nominal bore.	RM	50.00	0.00006544	
d	50 mm nominal bore.	RM	50.00	0.00009537	
2106A	Providing and fixing of 900x600x6 THK Locking mirror from reputed manufacturer, mirror shall be mounted with teak wood bedding and minimum 12mm thk plywood backing including CP bracket,etc all complete	EACH	2.00	0.00000933	
2107	Providing and fixing 610mmx127mmx6mm thk clear glass with C.P. Guard rails and mounted on C.P. brackets etc all complete.	EACH	5.00	0.00001678	
2108A	Providing and fixing 600x20 mm diameter stainless steel towel rails including SS screw all complete.	EACH	8.00	0.00001508	
2109	Providing and fixing 20mm dia chromium plated M.S. pipes wall mounted towel rod with C.P. Brackets etc all complete.	EACH	10.00	0.00001885	
2113	Providing and fixing chromium plated brass shower rose with 15 or 20 mm inlet all complete.	EACH	3.00	0.00000784	
2114	Providing & fixing in position P.V.C. water tank of Syntex or approved equivalent including making all necessary inlet & outlet pipes, fixture, ball cocks, valves etc all complete for following capacities. GI pipes shall be paid separately under ST No. 2105.				
a	1000 litres capacity	EACH	3.00	0.00010096	
b	2000 litres capacity	EACH	2.00	0.00013462	
2115	Providing and fixing approved stainless steel sink with integrated drainboard as per IS:13983 of size 915x460x178mm with CI brackets, stainless steel chain with rubber plug 40mm, cp brass waste trap with necessary union complete including painting the fittings, cutting and making good the wall where required etc. all complete.	EACH	3.00	0.00009845	
2200 SANITARY WORKS					

VOLUME-III PRICE SCHEDULE, REV-00					
JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.					
TENDER NO - PSER:SCT:NKP-C2093:20					
SCH - 3 : SERVICE PART					
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE	
2201A	Supply and fixing coloured glazed vitreous oval shape chain wash basin 450x550mm conforming to IS: 2556 mounted over 20 mm thk granite beveled edge counter. The Basin shall be fitted with approved shape bib cock photo-voltic control system for water control, bottle trap with necessary union including cutting of notch in granite counter slab etc complete as per specification	EACH	10.00	0.00037900	
2202	Providing and fixing approved vitreous china laboratory sink of size 600x400x200mm conforming to IS:2556 (part-5) with R.S. or C.I. brackets, chromium plated brass chain with rubber plug 40mm, CP brass waste and 40mm CP brass trap with necessary union complete including painting the fittings, cutting and making good the wall where required etc. all complete.	EACH	6.00	0.00013364	
2203	Providing and fixing stainless steel kitchen sink of size 610x510x200mm conforming to IS: 13983 including all fittings etc. all complete.	EACH	3.00	0.00007130	
2204A	Providing and fixing wall mounted coloured glazed vitreous water closet with PV flushing system, water faucet, Toilet paper holder, open front solid plastic seat and plastic cover, including necessary CP connection etc all complete.	EACH	10.00	0.00033913	
2205A	Providing and fixing Coloured glazed vitreous china orissa pan (580x440mm) water closet with PV flushing system, toilet paper holder as per IS: 2556 including all finishing complete as per specification.	EACH	10.00	0.00031770	
2206	Providing and fixing white flat back glazed vitreous china urinals of size 440x265x355 mm with photo voltaic control flushing system as per IS:2556 (part 6, section 1) with flush pipes, lead pipes, gratings, traps and necessary C.P. fittings etc. all complete.	EACH	10.00	0.00065030	
2208	Providing, laying light duty non pressure NP3 class RCC pipes with collars jointed with stiff mixture of cement mortar 1:2 including testing of joints etc all complete for following.				
a	200mm dia	RM	20.00	0.00004095	
b	300mm dia	RM	20.00	0.00007238	
c	450mm dia	RM	20.00	0.00012778	
2214	Providing and fixing square mouth S.W Gully trap grade 'A' complete with CI grating, brick masonry chamber and water tight CI cover with 300x300mm (inside). The weight of cover to be not less than 4.53 Kg and frame to be not less than 2.72 Kg etc all complete for following sizes:				
a	100x100mm P or S Type.	EACH	8.00	0.00007663	
b	150x100mm P or S Type.	EACH	8.00	0.00008234	
c	150x150mm P or S Type.	EACH	8.00	0.00008471	
2216	Providing and fixing heavy duty UPVC floor traps with C.P jalli all complete.	EACH	8.00	0.00003086	
2217C	Providing and installing approved brand energy efficient Geyser of 25L capacity including fittings all complete as per drg.	EACH	3.00	0.00029776	
2218A	Providing and installing approved brand single tap water efficient water cooler of 150 L cooling capacity all complete.	EACH	2.00	0.00058403	
2220	Providing and fixing eye and face drinking water fountain (combined unit with receptacle conforming to IS: 10592) all complete as per specification.	EACH	2.00	0.00009320	
2221	Providing and fixing polished 18mm thk beveled edge granite slab of required size fitted over counters including 1:3 mortar bed facia, all complete as per specification.	SQM	15.00	0.00017676	
2222A	Providing, laying and jointing sand cast iron pipes of following diameter with lead joint confirming to IS: 1729 including bends, branches, and all other necessary fittings, M.S holder bats, clamps, cutting and marking on the walls and floor, jointing, testing etc. all complete .				
i	150 mm dia	RM	100.00	0.00058248	
ii	100 mm dia	RM	150.00	0.00062752	
2223	Providing and fixing Electric operated hand dryer of approved make with pv control and all fittings including testing etc. in fully operating condition all complete as per specification	EACH	5.00	0.00004665	
2224	Providing and fixing of bottle Trap of approved manufacture , including fittings all complete as per drg.	EACH	30.00	0.00012426	
2300	STRUCTURAL STEEL WORKS Structural steel works including all labour, material, equipments, transportation, handling etc. at any level as per specification, drawings and as directed by engineer - in - charge.				
2301	Transportation, Fabrication and Erection of Coal bunkers ( Cylindrical Shell & Conical Hopper) and ring beam at site with structural steel of grade E250 conforming to IS:2062, connection design & preparation of fabrication drgs, straightening, cutting, bending, rolling, grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts ( weight of erection bolts, nuts and welds not payable) assembly, edge preparation, pre heating ( min preheat and interpass temperature of 20 degree C for welding over 20mm and upto 40 mm & 66 degree C for welding over 40mm and upto 63 mm & 110 degree C for thickness over 63 mm & use of low hydrogen /radiogenic electrodes) post heating, testing of welders, inspection of welds , visual inspection , non destructive and special testing , rectification and correction of defective welding works , production test plate, inspection and testing, erection scheme, protection against damage in transit , stability of structures, installation of temporary structures, surface preparation by means of manual or mechanical power tools as per IS:1477 part1, rectification, blast cleaning of steel surface, application of primer, intermediate , final, finish coat of paint etc. all complete, as per drawing, specification & instructions of Engineer in charge. Blast cleaning of steel surface, application of primer and paint including supply shall be paid separately as per Item No-2302A,2304A,2304B & 2304C ( Structural Steel will be supplied free of Cost by BHEL as per TCC)				
a	Fabrication of Coal Bunkers 60%	MT	1200.00	0.05306788	
b	After Erection 20%	MT	1200.00	0.01768929	
c	Alignment 10%	MT	1200.00	0.00884496	
d	Handing over 10%	MT	1200.00	0.00884496	

VOLUME-III PRICE SCHEDULE, REV-00					
JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.					
TENDER NO - PSER:SCT:NKP-C2093:20					
SCH - 3 : SERVICE PART					
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE	
2301B	Transportation, Fabrication and erection of structural steel of grade E 250 in rolled/ built up section conforming to IS 2062 mild steel rounds in columns, beams, struts, monorails, stays, safety chains, ladders, MS gratings, gantry girders, roof trusses, portals, laced purlins, space frames, hangers, wall beams, sheeting runners, brackets, stiffeners, stub columns, bracings, cleats, base plates, splice plates, gussets, end plates, steel frame grid over false ceiling, walkway platforms, ladders, stairs, stringers, treads, landings, decking and seal plates, galleries etc including blast cleaning, providing & applying primer, providing and applying intermediate, final and final finish coat of paint (blast cleaning, primer and paint shall be paid separately as per item no 2302A, 2304A, 2304B & 2304 C), connection design & preparation of fabrication drgs, straightening, cutting, bending, rolling, grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts (weight of erection bolts and nuts not payable), assembly, edge preparation, preheating / post heating if required, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing, erection scheme, protection against damage in transit, stability of structures, installation of temporary structures, setting column bases, surface preparation by means of manual or mechanical power tools as per IS:1477 part 1, touch-up painting, rectification, dismantling and removal of all temporary structures (weight of temporary structures not payable), etc all complete. (STRUCTURAL STEEL WILL BE SUPPLIED FREE OF COST BY BHEL AS PER TCC)				
a	Fabriction 60%	MT	345.00	0.01406754	
b	Erection 40%	MT	345.00	0.00937842	
2301C	Transportation, Fabrication and erection of ERW GI pipe section of minimum grade Yst 240 IS:1161, in columns, beams, ties, struts, bracings, roof truss, connections to other members (tubular/non-tubular), special connections if required etc. including blast cleaning, providing & applying primer, providing and applying intermediate, final and final finish coat of paint (blast cleaning, primer and paint shall be paid separately as per item no 2302A, 2304A, 2304B & 2304 C), connection design & preparation of fabrication drgs, cutting, grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts (weight of erection bolts & nuts not payable), assembly, edge preparation, preheating/post heating if required, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, inspection and testing, erection scheme, protection against damage in transit, stability of structures, surface preparation by means of manual or mechanical power tools as per IS:1477 part 1, touch-up painting, rectification, installation of temporary structures (scaffolding, access ladders, working platforms etc.) if required, dismantling and removal of temporary structures after completion of work (weight of temporary structures not payable), etc all complete. Payment shall be made for weight of structure but not for Nuts & Bolts/washers, gusset plates, stiffeners, special connections etc. <b>(Cost on account of supply of ERW pipe section is payable seperately under ST S 2301C of SCH-4 of Vol-III)</b>	MT	45.00	0.00208760	
2301D	Transportation, Fabrication and erection of galvanized Hollow steel sections (square & rectangular) of minimim grade Yst 240 IS:4923 in ties, struts, bracings, roof truss, connections to other members (tubular/non-tubular) etc. including blast cleaning, providing & applying primer, providing and applying intermediate, final and final finish coat of paint (blast cleaning, primer and paint shall be paid separately as per item no 2302A, 2304A, 2304B & 2304 C), connection design & preparation of fabrication drgs, cutting, grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts (weight of erection bolts, nuts and welds not payable), assembly, edge preparation, preheating if required, post heating, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, inspection and testing, erection scheme, protection against damage in transit, stability of structures, surface preparation by means of manual or mechanical power tools as per IS:1477 part 1, touch-up painting, rectification, installation of temporary structures (scaffolding, access ladders, working platforms etc.) if required, dismantling and removal of temporary structures after completion of work (weight of temporary structures not payable), etc all complete. Payment shall be made for weight of structure but not for Nuts & Bolts/washers, gusset plates, stiffeners, special connections etc. <b>(Cost on account of supply of galvanised Hollow steel section is payable seperately under ST S 2301D of SCH-4 of Vol-III)</b>	MT	10.00	0.00050585	
2301E	Bolted Erection of structural steel [of mild steel/High strength steel rolled section / built up section / combination of both conforming to IS:2062, pipe sections] true to line, level, plumb & dimension, rectification if any, including collection of factory fabricated parts from BHEL store and assembly, installation of erection/connection bolts and application of final finish paint coat (Payment for final coat of payment shall be made separately as per Item No. 2304C) as per approved drawing, specification and approval of engineer in charge. Erection joints shall be mostly bolted with HSFG bolts/washer/nut, which will be paid separately under item 2301 & 2311. Erection bolts shall be arranged by the bidder and is not payable. the work shall be satisfactorily completed with required tightening of HSFG bolts along with DTI (DIRECT TENSION INDICATOR) washers to be supplied by the bidder (Cost of DTI washer is included in this item and not payable separately). Welding required for erection/seating shall be included in this item. The prefabricated structure shall be supplied in variable length to the maximum length of 10 meters -12 meters and all erection work on ground or at any elevation is included in this item. Payment shall be made for weight of permanent structure, HSFG nuts, bolts & splice plate, DTI washers, gusset plates, stiffeners but not for erection bolts & nuts, etc.				
a	Erection 55%	MT	2000.00	0.09958654	
b	Bolting 10%	MT	5000.00	0.06629887	
c	Alignment 30%	MT	5000.00	0.14550798	
d	Handing over 5%	MT	5000.00	0.02425177	
2301F	Providing welded splices ( including steel supply) for joining pre-fabricated structural parts (Beams, columns, roof trusses, struts, ties, bracings etc.)	MT	250.00	0.03046797	
2302A	Extra over ST NO. 2301/2301A/2301B/2301C/2301D for Blast cleaning of steel structure including application of primer as per specification	MT(of steel)	1463.39	0.00824282	

VOLUME-III PRICE SCHEDULE, REV-00					
JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.					
TENDER NO - PSER:SCT:NKP-C2093:20					
SCH - 3 : SERVICE PART					
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE	
2303A	Extra over ST NO. 2301F for Manual cleaning of steel structures and applying providing & applying coat of self curing inorganic zinc ethyle Silicate primer (solid by volume Minimum 62+/-2% & zinc dust % on dry film minimum 80 %). Zinc dust pigment shall be as per specifications. Primer of minimum 60 micron DFT shall be applied over shot blast cleaned surface including touch-up painting etc all complete.	MT(of steel)	270.00	0.00132385	
2303B	Extra over ST NO. 2301A to 2301E for Manual cleaning of steel structures embedded in concrete and applying Primer Coat of Chlorinated Rubber based Zinc Phosphate primer of 50 micron (DFT).	MT(of steel)	30.00	0.00014110	
2304A	Providing and applying (with airless spray technique) intermediate coat of Polyamide cured pigmented Micaceous Iron Oxide(MIO content minimum 30 %) Epoxy based Paint (solid by volume Minimum 62+/-2%) of minimum 75 micron total DFT	MT(of steel)	1463.39	0.00418240	
2304B	Providing and applying (with airless spray technique) polyamide cured color pigmented epoxy based paint (solid by volume Minimum 60%) as Finish coating of minimum 75 micron total DFT	MT(of steel)	1463.39	0.00357626	
2304C	Providing and applying Polyurethane based colour pigmented paint (solid by volume Minimum 55+/-2%) as Final finish coating of minimum total DFT 50 micron for all structure.	MT(of steel)	10900.00	0.02680690	
2307	Transportation, fabrication, erection and alignment of factory made electroforged galvanised grating units with mild steel (having minimum galvanisation of 610 g/sqm) conforming to IS:2062 in flooring, platforms, drain and trench covers, walk-ways, passages, staircases with edge binding strips and anti-skid nosing in treads etc. including fixing clamps, fittings, fixtures, all taxes, duties, packing, grinding, drilling, welding, edge preparation, etc. all complete. <b>(Cost against supply of factory made electroforged galvanised grating units with fixing clamps, fittings, fixtures, etc. payable separately under ST No. S 2307 of SCH-4 of Vol-III)</b>	MT	350.00	0.01237301	
2308A	Transportation, fabrication, erection and alignment of factory made chequered plates confirming to IS 3502 with mild steel of grade E250, quality BR, semi killed, conforming to IS:2062 in flooring, platforms, drain and trench covers, walk-ways, passages, staircases with edge binding strips and anti-skid nosing in treads etc. including 1 coat of redoxide zinc-chromate primer (after erection), fixing clamps, fittings, grinding, drilling, welding, edge preparation, etc. all complete. Min. thickness of chequered plate shall be 6 mm excluding projection. <b>(Cost against supply of factory made chequered plate units with fixing clamps, fittings, fixtures etc. payable</b>	MT	70.00	0.00271823	
2310	Transporting and fixing in position permanent mild steel bolts (class 4.6 as per IS : 1367 and grade 'C' as per IS: 1363) and nuts, washers etc. up to and inclusive of 39 mm diameter and upto 300mm long for structural steel work etc all complete. <b>(Cost against supply of permanent mild steel bolts, nuts, washers etc. payable separately under ST No. S 2310 of SCH-4 of Vol-III)</b>	Quintal	5.00	0.00002444	
2311	Transporting and fixing in position of high strength structural bolts (of property class 8.8 and product grade 'C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class '8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and upto 300 mm long for structural steel work etc all complete. <b>(Cost against supply of high strength structural bolts, high strength structural hardened and tempered nuts, hardened and tempered washers etc. payable separately under ST No. S 2311 of SCH-4 of Vol-III)</b>	Quintal	82.00	0.00124396	
2312	Dismantling of steel structure, lowering of material and carriage of the dismantled material up to field fabrication shop / projects storage including temporary dismantling, cutting, re-welding, supporting, and restoring to correct position all temporarily dismantled members, re-alignment of all adjacent connected members to their correct positions ( weight of such adjacent members and temporarily dismantled members not payable), scaffolding, staging, tools & tackles, gas cutting, welding, consumables etc all complete.	MT	50.00	0.00196748	
2313	Addition to, alterations in and/or modification of "Erection Marks" including cutting of parts, gauging of welds, cutting, grinding, fabrication, welding, drilling holes, straightening, removal of bends, raising to the required level, painting, transportation, return of unutilised steel pieces to the project store, temporarily dismantling, cutting, re-welding, supporting and restoring to correct position of all the temporarily dismantled members, realignment of adjacent connected members (weight of such temporarily dismantled and adjacent members not payable) etc all complete for the following:				
a	In erected position	MT	100.00	0.00753420	
b	In fabrication yard	MT	50.00	0.00281660	
2314	Re-erection of dismantled fabricated structural steel members including carriage of modified "Erection Marks" from the field fabrication shop to erection site, lifting to required position, aligning in position, tack welding, final welding and touch up painting including temporary dismantling and re-erection of temporarily dismantled members, cutting, rewelding, supporting and restoring to the correct position of all temporarily dismantled members, re-alignment of adjacent connected members (weight of such temporarily dismantled members and adjacent members not payable), scaffolding, staging, tools & tackles, gas cutting, welding, consumables etc all complete.	MT	100.00	0.00395567	
2315A	Transportation, handling, fabrication and erection of minimum 4.0 mm thick stainless steel liner of grade SS:304 Transportation, handling, fabrication and erection of minimum 4.0 mm thick stainless steel liner of grade SS:304(as manufactured by SAIL Finish Grade 2B (Cold rolled, Annealed & Pickled and Skin passed) ) on M.S. plate for inside surfaces of bunkers including fixing with stainless steel studs, bolting (including countersunk), welding with electrode classification E308L for welding of stainless steel to stainless steel and E309 for stainless steel to mild steel etc. all complete. Supply of bolts, studs is included in this item. (STAINLESS STEEL WILL BE SUPPLIED FREE OF COST BY BHEL AS PER TCC)	MT	90.00	0.03213514	
2317	Providing and fixing in position PTFE type sliding bearings of reputed manufacturer , individual bearing suitable for required vertical loads as per the construction drawings and for maximum displacement of +- 50 mm including all taxes, duties, transportation, installation , drilling,bolting, erecting, aligning etc. all complete for following vertical loads				
a	20 Tons	EACH	7.00	0.00024689	
b	25 Tons	EACH	2.00	0.00008377	
c	40 Tons	EACH	6.00	0.00029587	
d	50 Tons	EACH	2.00	0.00011681	
f	80 Tons	EACH	1.00	0.00009976	
2318	Providing and fixing flexible open ended bellow strap of neoprene of minimum thickness 2 mm and minimum width 200 mm with aluminium striped edges as sealing below top bunker and bottom of tripper floor to avoid the coal dust nuisance all complete	RM	510.00	0.00217582	

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TENDER NO - PSER:SCT:NKP-C2093:20				
SCH - 3 : SERVICE PART				
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE
2319	Transportation, fabrication and fixing of stainless steel pipe hand railing of 32 mm/40 mm dia including transportation , loading/unloading etc. all complete <b>(Cost against supply of stainless steel pipe is payable separately under ST No. S 2319 of SCH-4 of Vol-III)</b>	MT	12.00	0.00405715
2320	Transportation, handling, fabrication and fixing of GI pipe hand railing ( 900 mm high) of 32mm/40 mm dia ( medium grade ) including transportation , loading/unloading etc. all complete ( GI PIPE WILL BE SUPPLIED FREE OF COST BY BHEL)	MT	30.00	0.00192295
2321	Conducting radiography test on welds wherever specified including equipments, measuring devices, gauges, test report etc. all complete	RM	500.00	0.00395049
2322	Conducting ultasonic test on welds wherever specified including equipments, measuring devices, gauges, test report etc. all complete	RM	200.00	0.00060681
2323	Conducting ultasonic test on steel plates as per ASTM-A578 level B-S2 or equivalent wherever specified including equipments , measuring devices, gauges, test report etc. all complete	SQM	100.00	0.00002910
2324	Conducting magnetic particle test on welds wherever specified including equipments, measuring devices, gauges, test report etc. all complete	RM	50.00	0.00014704
2325	Conducting dye penetration test on welds wherever specified by engineer including provision of necessary equipments, measuring devices, gauges etc. all complete ( over and above the work already specified in the specifications)	RM	1000.00	0.00201925
<b>TOTAL</b>				<b>0.77552128</b>

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JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.				
TENDER NO - PSER:SCT:NKP-C2093:20				
SCH - 4 : SUPPLY PART				
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE
S 900	DOORS, WINDOWS, VENTILATORS, LOUVERS: Supply of Doors, windows, ventilators, louvers, roof ventilators, rolling shutters, partitions including all labour, material, equipments, transportation, handling, preparation of working drawings etc. all complete as per specification, drawings and as directed by engineer - in - charge.			
S 903	Providing solid core flush door shutter as per IS 2202 part II, 35mm thick homogenous particle board bonded with BWP type phenolformaldihyde synthetic resin, particle board core conforming to IS 3087 type I, 35x12 mm thick teakwood beading all around including preparation of working drawings. godrej or equivalent make mortice lock with handles on both sides, approved ISI mark anodised fittings like door stopper, 300mm long tower bolts, 16x300mm long aldrops, 125mm long handles on both sides etc. butt hinges, sliding bolt, knobs, (all fittings shall be anodised aluminium color dyed), finish flat oil paint confirming to IS: 137 over primer, screws etc. all complete as per drawing, specification and instruction of engineer in charge. with commercial faces and teak wood edges. (Finish painting paid separately) (Payment shall be restricted to quantity consumed as per ST 903 of SCH- 3 of Vol-III).	SQM	30	0.00041006
S 904	Providing single or double steel door shutters with 35 mm thk flush design shutter comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners, spot welded in position at not more than 150mm on centres including void filled with mineral wool (density as per specification), all fittings, Godrej or equivalent make mortice lock with handle on both sides, shop and final painting etc all complete. (Payment shall be restricted to quantity consumed as per ST 904 of SCH- 3 of Vol-III).	SQM	65	0.00151781
S 907	Providing fire proof steel doors (single or double shutter) with panic devices having 45mm thk flush design comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners, spot welded in position at not more than 150mm on centers including all fittings, shop painting with approved post office/signal red color fire resistant paint and mineral wool insulation (64 kg/cum density) complete and shall be fire proof as per IS:3614, TAC requirements and as per specification. Minimum ratings shall be 2 Hrs. (Payment shall be restricted to quantity consumed as per ST 907 of SCH- 3 of Vol-III).	SQM	100	0.00349745
S 913	Providing rolling shutter of hot rolled double dipped galvanised steel lath section of 18 SWG tested mild steel strips at 75mm rolling centres interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation including wire springs, top cover, primer & shop coats of approved enamel paint etc, all complete as per IS 6248 and specification of approved make of following types: The bottom lath shall be coupled to a lock plate fabricated from 3mm thick galvanised steel plate and securely riveted with stiffening angles.(partly coiled and lath/full lath). (Payment shall be restricted to quantity consumed as per ST 913 of SCH- 3 of Vol-III).			
b	Mechanically Operated	SQM	10	0.00022160
c	Electrically operated	SQM	150	0.00428703
S 915	Supply of glazing of first grade class for steel/aluminium/wooden frames including hardware, gaskets, clips, beadings etc. all complete as per Specification for the followings ( Payment shall be restricted to quantity consumed as per ST 915 of SCH- 3 of Vol-III).			
jb	8 mm thick Reflective toughened glass,	SQM	400	0.00373200
S 1500	ROOFING/SIDE CLADING		...	
S 1501	METAL DECK SHEET Type-I, Designing & supplying permanently color coated galvanised MS troughed metal sheet decking plate of approved colour over roof purlins for cast-in-situ roof slab as per relevant IS code and Grade as per specification. Bare metal thickness(BMT) of deck plate shall be minimum 0.8mm with minimum trough depth of 44 mm having minimum yield strength of 250 MPa and shall serve as permanent shuttering to the roof slab & shall have adequate strength to support weight of green concrete and imposed loads of min 450 kg/sqm (for two span condition) during construction between beams as per manufacturer's recommendations/ calculations/ test certificates for approval etc. all complete for below mentioned spans. The sheet shall be permanently coated with silicon modified polyester(SMP silicon content 30%-50%) paint or super polyester paint of minimum 20 micron DFT on exposed surface (facing operating floor) and minimum 5 micron on other face over epoxy primer of 5 micron applied over coating (degnated class Z275). Measurement of profile sheeting shall be of the plan area of roof covered by MS trough metal decking. (Qty to be supplied shall be as per instruction of BHEL).			
a	Span Upto 1800mm	SQM	160.00	0.00061303
S 1501C	METAL DECK SHEET Type-IV, Designing and supplying permanently color coated galvanised MS troughed metal sheet decking plate of approved colour over floor beams for cast-in-situ roof slab as per relevant IS code and Grade as per specification. Bare metal thickness(BMT) of deck plate shall be minimum 0.8mm with minimum <i>trough depth of 51 mm</i> having minimum yield strength of 250 MPa and shall serve as permanent shuttering to the roof slab 150mm thick measured over crest of metal decking & shall have adequate strength to support weight of green concrete and imposed loads of min 550 kg/sqm (for two span condition) during construction between beams as per manufacturer's recommendations/ calculations/ test certificates for approval including fixing of plates to beams, side lapping, end lapping etc. all complete for below mentioned spans. The sheet shall be permanently coated with silicon modified polyester(SMP silicon content 30%-50%) paint or super polyester paint of minimum 20 micron DFT on exposed surface (facing operating floor) and minimum 5 micron on other face over epoxy primer of 5 micron applied over coating (degnated class Z275). Measurement of profile sheeting shall be of the plan area of roof covered by MS trough metal decking. The SMP and polyester paint shall confirm to product type 4 as per AS/NZS 2728 (Qty to be supplied shall be as per instruction of BHEL).			
a	For Floor sheet Span Upto 1800mm	SQM	10000.00	0.02845596
b	Span Exceeding 1800mm and upto 2500 mm	SQM	5500.00	0.01756441

**VOLUME-III**  
**PRICE SCHEDULE, REV-00**

**JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.**

**TENDER NO - PSER:SCT:NKP-C2093:20**

**SCH - 4 : SUPPLY PART**

ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE
S 1503	Designing and supplying SINGLE SKIN, PROFILED, PERMANENT COLOR COATED M.S. CLADDING SHEET :TYPE-I of approved shade and color, (ON EXTERNAL VERTICAL FACE OF BUILDINGS) of 0.6mm bare metal thickness(BMT) having minimum yield strength OF GRADE SS255 AS PER ASTM A653M/GRADE G250 AS PER AS 1397 COATED WITH ZINC OF CLASS DESIGNATION Z275 etc. all complete as per specification. The sheet shall be permanently coated with silicon modified polyester(SMP silicon content min. 30%) paint or super polyester paint of minimum 20 micron DFT on exposed surface (facing operating floor) and minimum 5 micron on other face over epoxy primer of 5 micron applied over coating (degnated class Z275). The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability. The SMP and polyester paint shall confirm to product type 4 as per AS/NZS 2728. (Qty to be supplied shall be as per instruction of BHEL).	SQM	13680.00	0.03796448
S 1505	Design and supply of permanent colour coated sandwiched insulated metal cladding: TYPE III of approved color comprising of trough zinc-aluminium alloy coated (both sides) M.S. sheet of 0.60 mm min thickness to be used on external face of the cladding system. The sheet shall be coated with zinc of class designation Z275 as per ASTM A653M. The exposed face of the sheet to be permanently color coated with silicon modified polyester paint (SMP with silicon content of 30% to 50%) or super polyester paint of minimum 20 microns (nominal) dry film thickness over primer coat of 5mm (nominal) thickness. Inner side of external sheet to be provided with SMP or super polyester paint of 5 microns DFT (nominal) over 5 microns thick (nominal) primer coat. Galvanised M.S. sheets of minimum 0.6 mm thickness to be used as inner liner (internal face) of cladding system. The exposed face to be permanently colour coated with silicon modified polyester paint or super polyester paint of DFT 20 microns (minimum) over primer. The rate of galvanising not to be less than 275 gm / sq m. The steels shall be of approved profile and shall have such section modulus and moment of inertia per metre width that deflection of sheets is limited to span/250 under design wind pressure for two span conditions . No increase in allowable stresses under wind load condition is allowed. The cladding shall have siphoning features to prevent leakage . The inner sheet shall be fixed to the structure by self drilling fasteners and concealed clips ( including sub girts of size 50x50x50 mm manufactured out of 16G GI Z shape) to connect the external sheet ( with out penetrating the external sheet) including flashings complete as per specification.v. The insulation shall be of bonded mineral wool of minimum thickness 50mm conforming to IS:8183 , having a density of 32 Kg/cu.m. for glass wool & 48 Kg/cu.m. for rock wool and is included in this item. (Qty to be supplied shall be as per instruction of BHEL).	SQM	5170.00	0.02047222
S 1700	RAIN WATER DOWN TAKE PIPES		...	
S 1706	Supply of UPVC down take pipes of 160mm diameter- Class 3 as per IS:4985 all complete. (Payment shall be restricted to quantity consumed as per ST 1706 of SCH- 3 of Vol-III).	RM	50	0.00009061
S 1707	Supplying GI down take pipes conforming to IS:1239 /IS:3589 of medium duty all complete as per specification for 150 MM diameters. (Payment shall be restricted to quantity consumed as per ST 1707 of SCH- 3 of Vol-III).	RM	1000.00	0.00274412
S 1800	MISCELLANEOUS			
S 1810	Supplying rails and guide rails etc all complete required for execution of work as per ST 1810 (Payment shall be restricted to quantity consumed as per ST 1810 of SCH- 3 of Vol-III).	MT	45	0.00612563
S 2300	STRUCTURAL STEEL			
S 2301C	Supply of ERW GI pipe section of minimum grade Yst 240 conforming to IS:1161, in columns, beams, ties, struts, bracings, roof truss,connections to other members(tubular/non-tubular), special connections if required etc. including blast cleaning, providing & applying primer,providing and applying intermediate, final and final finish coat of paint (blast cleaning,primer and paint shall be paid separately as per item no 2302A, 2304A, 2304B & 2304 C), connection design & preparation of fabrication drgs,cutting,grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts (weight of erection bolts & nuts not payable), assembly, edge preparation, preheating/post heating if required, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, inspection and testing, erection scheme, protection against damage in transit, stability of structures,surface preparation by means of manual or mechanical power tools as per IS:1477 part 1, touch-up painting, rectification, installation of temporary structures(scaffolding, access ladders, working platforms etc.) if required, dismantling and removal of temporary structures after completion of work (weight of temporary structures not payable), etc all complete. Payment shall be made for weight of structure but not for Nuts & Bolts/washers, gusset plates, stiffeners, special connections etc. (Payment shall be restricted to quantity consumed as per ST 2301C of SCH- 3 of Vol-III).	MT	45.00	0.00827132
S 2301D	Supply of galvanized Hollow steel sections (square & rectangular) of minimim grade Yst 240 conforming to IS:4923, in ties, struts, bracings,roof truss, connections to other members(tubular/non-tubular) etc. including blast cleaning, providing & applying primer,providing and applying intermediate, final and final finish coat of paint (blast cleaning,primer and paint shall be paid separately as per item no 2302A, 2304A, 2304B & 2304 C), connection design & preparation of fabrication drgs,cutting,grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts (weight of erection bolts, nuts and welds not payable), assembly, edge preparation, preheating if required, post heating, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, inspection and testing, erection scheme, protection against damage in transit, stability of structures,surface preparation by means of manual or mechanical power tools as per IS:1477 part 1, touch-up painting, rectification, installation of temporary structures(scaffolding, access ladders, working platforms etc.) if required, dismantling and removal of temporary structures after completion of work (weight of temporary structures not payable), etc all complete. Payment shall be made for weight of structure but not for Nuts & Bolts/washers, gusset plates, stiffeners, special connections etc. (Payment shall be restricted to quantity consumed as per ST 2301D of SCH- 3 of Vol-III).	MT	10.00	0.00237651

VOLUME-III PRICE SCHEDULE, REV-00				
JOB: BALANCE STRUCTURAL AND CIVIL WORKS ETC. OF U#1 & U#3 FOR 3X660 MW NORTH KARANPURA STPP, JHARKHAND.				
TENDER NO - PSER:SCT:NKP-C2093:20				
SCH - 4 : SUPPLY PART				
ST NO.	ITEM DESCRIPTION	UNIT	QUANTITY	WEIGHTAGE
S 2307	Supply of factory made electroforged galvanised grating units with mild steel (having minimum galvanisation of 610 g/sqm) conforming to IS:2062 in flooring, platforms, drain and trench covers, walk-ways, passages, staircases with edge binding strips and anti-skid nosing in treads etc. including fixing clamps, fittings, fixtures, all taxes, duties, packing, grinding, drilling, welding, edge preparation, etc. all complete. (Bolts, nuts, washers shall be paid separately under item 2310 & 2311 as applicable) (Payment shall be restricted to quantity consumed as per ST 2307 of SCH- 3 of Vol-III).	MT	350.00	0.06443867
S 2308 A	Supplying factory made chequered plates confirming to IS 3502 with mild steel of grade E250, quality BR, semi killed, conforming to IS:2062 or equivalent grade conforming to ASTM & BS standards only in flooring, platforms, drain and trench covers, walk-ways, passages, staircases with edge binding strips and anti-skid nosing in treads etc. including 1 coat of redoxide zinc-chromate primer (at shop), fixing clamps, fittings, fixtures, all taxes, duties, packing, grinding, drilling, welding, edge preparation, etc. all complete. Min. thickness of chequered plate shall be 6 mm excluding projection. (Payment shall be restricted to quantity consumed as per ST 2308A of SCH- 3 of Vol-III).	MT	70.00	0.00924371
S 2310	Supply of permanent mild steel bolts (class 4.6 as per IS : 1367 and grade 'C' as per IS: 1363) and nuts, washers etc. up to and inclusive of 39 mm diameter and upto 300mm long for structural steel work etc all complete. (Payment shall be restricted to quantity consumed as per ST 2310 of SCH- 3 of Vol-III).	Quintal	5.00	0.00009708
S 2311	Supply of high strength structural bolts (of property class 8.8 and product grade 'C' as per IS: 1367) and conforming to IS: 3757 and high strength structural hardened and tempered nuts (of property class '8' as per IS:1367) conforming to IS:6623 with hardened and tempered washers as per IS:6649 etc. up to and inclusive of 39 mm diameter and upto 300 mm long for structural steel work etc all complete. (Payment shall be restricted to quantity consumed as per ST 2311 of SCH- 3 of Vol-III).	Quintal	82.00	0.00352917
S 2319	Supply of stainless steel pipe hand railing of 32 mm/40 mm dia including transportation, loading/unloading etc. all complete. (Payment shall be restricted to quantity consumed as per ST 2319 of SCH- 3 of Vol-III).	MT	12.00	0.00882585
<b>TOTAL</b>				<b>0.22447872</b>